

Solicitors' Journal & Reporter.

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To CORRESPONDENTS.—All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. The Editor cannot undertake to return MSS. forwarded to him.

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CURRENT TOPICS.

MR. OSBORNE MORGAN'S Land Transfer Committee have been engaged in taking evidence during the last fortnight; and, in addition to the witnesses whose names we have already given, they have examined Mr. Gregory, M.P. (a member of the Committee); Mr. Wm. Barber and Mr. Howard Elphinstone, the well-known conveyancers; and several country solicitors, including Mr. R. R. Dees, of Newcastle-on-Tyne, and Mr. M. Bateson Wood, of Manchester. It is not expected that the Committee will report before Easter.

WE SUPPOSE no one doubts the advantage to the profession of law societies, but if any one questions

the benefits they may render to the public he should inquire about the work done by the Sheffield District Incorporated Law Society. For the last three years or so, as we gather from the successive reports of the society, the committee have been engaged in trying to obtain the removal of the clause against alienation without licence from the building leases granted by the Duke of Norfolk, one of the large landowners of the district, and it appears that their perseverance has at length been successful. They have obtained the omission of the restrictive clause and the substitution of a clause merely requiring notice to be given of the assignment and the production of the assignment. It is stated that the example of the Duke has been followed by some of the principal neighbouring landowners, and the committee express a hope that in a short time the objectionable provision will disappear from all building and mining leases in the district. Here is a substantial benefit conferred upon the leaseholders of Sheffield by means of the exertions of the society. If they can go a step further and obtain the introduction into the proviso for re-entry of some reasonable qualification, they will add considerably to their claims to the gratitude of their neighbours.

THE RECENT CASE of *Finlay v. Davis* (27 W. R. 352), is an episode in a series of persevering efforts to enlarge the jurisdiction of district registrars. More than two years ago Hall, V.C., remarked, in *In re Smith* (25 W. R. 452), that district registrars had been in the habit of appointing receivers and directing banking accounts to be opened and money paid into such accounts on their own responsibility. Such proceedings, he said, were highly irregular, and if any such case came before him he should hold the orders to be void, and that all moneys paid into any account in pursuance of an order by a district registrar were so paid at the risk of everyone concerned in the transaction, including the district registrar himself. This would seem to be a distinct enough intimation of judicial opinion on the practice, but, nevertheless, it appears to have been continued. For in *Finlay v. Davis* (27 W. R. 334), the question was again raised, and the practice of paying in money to the credit of the district registrar was declared by Vice-Chancellor Malins to be "irregular and improper." Ten days afterwards the matter was again mentioned, the district registrar having stated to the court that the Master of the Rolls had, in some cases, approved of the practice, and the Lords of the Treasury had sanctioned it. Vice-Chancellor Malins, however, adhered to his former view. In two of the courts of the Chancery Division, therefore, this practice has been condemned as illegal, and it is very desirable that some authoritative rule on the subject should be laid down so as to settle the matter one way or the other.

ONE OF THE MOST SURPRISING TENDENCIES of the present day is the disposition to create special and irresponsible tribunals. It seems to be imagined that the trammels of law and precedent are well enough adapted for the ordinary suitor and the comparatively unimportant case, but that when a case involving interests of vast magnitude arises, law and precedent should be thrown aside and the interests of all parties concerned should be placed in the hands of a legal autocrat empowered to deal with them exactly as he thinks best, and without appeal from his decisions. The House of Lords has had before it this week a Bill submitting the questions arising out of the Glasgow Bank failure to a tribunal of this description, and proposing, as the Lord Chancellor said, to dispense with the action of all the ordinary courts of law with regard to the proceedings connected with the bank, and in lieu of the authority and decisions of those courts to substitute the absolute authority and decision, without appeal, of some individual to be named in the Bill, "who was to

be called an arbitrator, but who would really occupy the position of a despotic Sovereign, entitled to settle the questions which might be brought before him in any way he might choose." We are happy to see that Lord Cairns offered a strenuous opposition to the adoption of the proposal, at all events until the courts had shown that they were incapable of dealing with the questions in dispute with reasonable speed. People who think that irregular and irresponsible tribunals are speedy and cheap forget that by far the most successful tribunal of the kind—the Albert Arbitration—lasted four years and three months, and cost over £70,000.

IT IS QUITE AFFECTING to see with what fortitude (almost, indeed, amounting to alacrity) learned judges can address themselves to the unwelcome task of picking holes in their brother judges' law. They even, sometimes, seem to go a little out of their way in search of this occupation, and find it in their hearts to say that the *dictum* to which they refer is "unfortunate"; that it "had better not have been reported," and that, with the exception of this *dictum*, they know of "no pretence for the notion" which the author of the *dictum* entertained. If our readers turn to the case of *Levy v. Walker*, reported in this week's issue of the WEEKLY REPORTER, they will see the remarks to which we refer. The Master of the Rolls is unquestionably right, and Lord Cairns' observation in *Mazzev v. Hogg*, which the *Law Reports* innocently published to the world—that a man had a property in his own name—was wrong, though not so wrong as Vice-Chancellor Malins' notion that a man had a property in the name of his house; but civility is very becoming when one judge finds it necessary to criticize another, and this quality appears to be growing as rare as it is graceful.

WITH REFERENCE to the attestation of bills of sale under the recent Act, we would call attention to the resolution unanimously passed at the recent meeting of the Sheffield District Incorporated Law Society, that "as a rule of professional practice, no member of this society do attest any bill of sale unless he reasonably believes it to have been prepared by a solicitor." As we have said before, we fail to see why this rule should not become a general rule of professional practice, but this can only be done by means of resolutions passed by the law societies. It will not do to leave the individual solicitor to deal with the matter according to his own discretion; for clients will bring or send their friends to have bills of sale attested, and unless the solicitor can say, "I am prohibited by a general rule of professional practice from attesting any bill of sale prepared by a non-professional adviser," the solicitor will run the risk of offending his client by refusing to attest his friend's bill of sale.

THERE WILL BE FOUND in this week's issue of the WEEKLY REPORTER a full report of the judgment of the Court of Appeal in *In re Ford & Hill*, with reference to the ordinary general requisition as to incumbrances. We see no reason to modify the observations we made on this decision as soon as it was given (*ante*, p. 245), but we may point out that even Lord Justice James, in the midst of his indignation at the "new fangled requisition," suggests that the purchaser may properly warn the vendor of the consequences of suppressing any document and fact, subsequent to the root of title, on which the purchaser's title will necessarily depend. As we said before, a detailed warning, somewhat in the form of the requisition, will—by directing the attention of the vendor to the different classes of incumbrances, which he might otherwise have overlooked—be likely to answer the main purpose of the requisition.

COUNTER-CLAIM AGAINST PLAINTIFF IN A DIFFERENT CAPACITY FROM THAT IN WHICH HE SUES.

THE case of *MacDonald v. Carington* (L. R. 4 C. P. D. 28), decided an important point of practice. The effect of the decision is that a defendant cannot set up by way of counter-claim against the claim of a plaintiff suing in his personal character claims against the plaintiff as an executor. It seems tolerably obvious that in general this ought not to be allowed. Where the party sues in one right, obviously claims against him in another right ought not to be allowed to be introduced in the same action. It is intended that the counter-claim shall be in the nature of a cross-action, and an action against a plaintiff in another capacity than that in which he sues would not be a cross-action properly so called. The scheme of the new practice is that where there are cross-claims the balance only shall be paid under the judgment; but the amount of the judgment for the plaintiff suing in a personal capacity forms part of the plaintiff's own estate, the amount due from the plaintiff in a representative capacity is due only so far as the plaintiff has assets from the testator's estate. The reasons that induced the Legislature to sanction counter-claims do not seem to apply, and it might be a great hardship to involve the plaintiff's private personal claim in the possible complications connected with claims against him in his executorial capacity. Questions relating to the existence and due administration of assets, the validity of doubtful claims against the testator's estate, the apportionment of the costs of the action between the private estate of the plaintiff and the assets of the testator, might all arise to the great prejudice of an executor who simply sought to recover a plain, undoubted money demand due to himself in his personal capacity.

But it must be admitted that, when we descend from generals to particulars, and consider the sort of instances in which this kind of counter-claim is practically likely to be made, the case does not seem quite so clear. It is comparatively seldom that a plaintiff is indebted in an executorial capacity to a defendant in respect of a matter altogether distinct from the plaintiff's claim. It is clear that in practice such counter-claims will chiefly arise where the transactions out of which the claim and the counter-claim arise are connected together in some way. The facts in *MacDonald v. Carington* were somewhat curious, and afford a good illustration of the sort of cases where such a counter-claim would arise. The plaintiff, who was the widow of Lord MacDonald, sued in respect of breaches of a covenant to repair contained in a lease. The lease was made by certain trustees of the first part, the plaintiff of the second part, Lord MacDonald of the third part, and Lord Carington of the fourth part. The covenant to repair was expressed to be made with the trustees and the person or persons for the time being entitled to the premises demised in possession. Lord MacDonald having died, the plaintiff was the person so entitled, and, accordingly, sued for the breaches of covenant in her personal capacity. All the estate of Lord Carington, the lessee, in the premises had vested in the defendant, who was his executrix, and she was sued in her personal capacity for her own default and also as executrix for breaches in Lord Carington's lifetime. The counter-claim was as follows:—It appeared that the plaintiff was the executrix of Lord MacDonald, and that there had been negotiations, prior to the lease, between Lord MacDonald, the plaintiff, and Lord Carington, for the purchase by Lord Carington from the plaintiff or Lord MacDonald of the fee simple of the demised premises. But from certain defects in the title, arising from facts set forth in the statement of counter-claim, a good title could not then be made to the premises by the plaintiff and Lord MacDonald, and it was thereupon agreed by and between Lord Carington and Lord MacDonald, with the sanction and agreement of the plaintiff, that the lease should be ex-

cutted, and that Lord MacDonald should execute a deed of covenant with Lord Carington that if, during the term, or within six months afterwards, Lord Carington was desirous of purchasing the premises, and should give notice to that effect to the person or persons for the time being entitled to the premises in possession subject to the term, then all necessary and proper parties would convey the inheritance in fee simple to him. This deed was accordingly executed. It further appeared that Lord MacDonald, in his lifetime, or the plaintiff since his decease, had acquired a good title in fee to the premises by virtue of the Statute of Limitations. It was alleged that the plaintiff had refused to be bound by the covenant, and that neither the plaintiff nor other necessary parties would convey the premises as covenanted, though Lord Carington had given notice of his desire to purchase them. It was also alleged that, between the execution of the indenture containing the covenant and the breach thereof, Lord Carington and the defendant, as his executrix, had, with the knowledge of Lord MacDonald and of the plaintiff, intended to expend, and had expended, a large sum of money, upwards of £70,000, on the faith of the performance by the plaintiff of the said covenant, and that at the time of making the deed of covenant Lord Carington had informed the plaintiff and Lord MacDonald of his desire and intention that such sum should be so expended, and the deed was intended by the plaintiff, Lord MacDonald, and Lord Carington to protect Lord Carington and his estate from losing the benefit of such expenditure. The defendant, in her own right, or in the alternative as executrix, claimed to set off against the plaintiff's claim, if any, so much of the damages caused by the breaches of the covenant as might be equal thereto, and further counter-claimed against the plaintiff, either as executrix of Lord MacDonald or otherwise, £80,000 damages.

The facts of the case were, as will be seen, very special, and may never arise again, but they show that there are cases in which it seems a little hard on the defendant that a counter-claim against the plaintiff in an executorial capacity should not be allowed where the claim by the plaintiff is only in a personal capacity. When the cross-claims all arise out of the same transaction and are intimately connected with the claim, and it is difficult to tell exactly in which capacity, if any, the plaintiff is liable to them, it would seem theoretically proper that the whole of the matters involved should be determined in one proceeding, though no doubt there might be considerable difficulty in working out a proper machinery for effectually doing this.

We do not, however, intend to discuss at present what the law on this subject ought to be. The question involved in *MacDonald v. Carington* was what construction ought to be put upon the existing provisions of the Judicature Acts and Rules on the subject. Looking to the terms of these, we cannot think there can be much doubt as to the correctness of the decision. By order 17, rule 5, it is provided that claims by or against an executor or administrator as such may be joined with claims by or against him personally, provided the last-mentioned claims are alleged to arise with reference to the estate in respect of which the plaintiff or defendant sues or is sued as executor or administrator. By order 19, rule 3, it is provided that a defendant may counter-claim, and the counter-claim shall have the same effect as a statement of claim in a cross-action. Putting these two rules together, it was argued that as the defendant in an action originally brought against the plaintiff by her might have claimed against the plaintiff in her personal and in her representative capacity, so she might counter-claim against her in the two capacities. In the first place, it seems to us that this reading overlooks the word "cross" in the terms of the rule. A person is really a different person in his personal and representative capacities. An action against him in one capacity is not a cross-action in relation to an action by him in the other capacity. Again, it is obvious to any one

familiar with the difficulties that used to arise about joinder of causes of action where executors sued or were sued, that the intention of order 17, rule 5, was merely to provide against these difficulties. A contract made by an executor relating to the testator's estate was not technically made by him in his representative capacity, though as between himself and the estate the liability for it would fall on the estate. Consequently causes of action in respect of contracts made by the testator could not be joined with causes of action in respect of contracts made by the executor relating to the testator's estate. This was felt to be an absurd technicality, and hence the provisions of the rule. It would not be a safe or sound mode of construction to apply a rule contained in an order not relating to the subject of counter-claim, and so obviously directed at meeting a certain definite kind of difficulty which had arisen with regard to actions by and against executors, to the question whether in a counter-claim a defendant can claim against the plaintiff in a capacity different from that in which he sues. The Common Pleas Division therefore, as it seems to us, was quite right in holding that order 17, rule 5, does not apply to counter-claims.

When we come to look at the matter on general principles, apart from the particular facts in the case before us, it becomes quite clear that the endeavour to apply order 17, rule 5 to the solution of it involved a fallacy. The rule only shows what causes of action may be joined in a claim without a misjoinder. The scope of it does not touch the present question. In the case before us the defendant counter-claimed against the plaintiff in her personal and also her representative capacity. But this is, as it were, an accident; the real question is whether a defendant can counter-claim against the plaintiff in a different capacity from that in which the plaintiff sues. The counter-claim might have been against the plaintiff in a representative capacity only, and it is obvious that the rule, which professes to deal only with joinder of causes of action, is not really intended to apply to such a case. The question, then, must be determined quite independently of the 5th rule of order 17. We have, therefore, simply to look to the language authorizing counter-claims in order 19, rule 3. With regard to that Lindley, J., said in giving judgment, that, reading the language of that rule alone, he should understand that the defendant in any action might set off or set up by way of counter-claim any claim against the plaintiff in the same character in which he sues himself. It seems to us abundantly clear that this is the right reading of the rule. No other provision of the Rules or the Judicature Acts was cited by the defendant's counsel in support of the counter-claim. It would therefore appear clear that, as the law at present stands, there is no authority for counter-claiming against a plaintiff in a different capacity from that in which he sues.

"A Barrister" writes to the *Times*:—This afternoon, when the judges in the Court of Queen's Bench returned after their adjournment for luncheon, the smell of foul air which had not a chance of getting away was horrible, and Dr. Stephens, who had not been well, very soon succumbed under it, and had to be removed in a fainting condition. If ventilation is not to be granted to us when the court is sitting, may we not have the windows and doors set open when the court has risen? The bad air remains in the court, and can never be carried off by the mere chimneys that are left open in the upper ventilators. There is a large window in the gallery of the Court of Queen's Bench always kept shut. There are plenty of doors for bad air to get out and fresh air to come in. Many, day after day, are feeling the effects of this slow poison; and to-day, when the thermometer is at 48deg. Fahrenheit in the open air, with a south-west wind, it is wonderful that any one should think of keeping windows shut in a close and crowded court. Mr. Cowen, M.P., intends on Monday next in the House of Commons to ask the First Commissioner of Works whether it is true that by order of the Lord Chief Justice all the inlets and outlets for ventilation in the Court of Queen's Bench are kept closed.

THE AMENDED BANKRUPTCY BILL.

This year's edition of the Bankruptcy Bill has now appeared in print, and the chief thing to be noticed is the very small amount of change which, after a year's reflection, it has been thought necessary to make in the Bill of last year. We indicated a fortnight ago the chief alterations in the measure, and an examination of the clauses has added little to the information we then placed before our readers.

In one respect an improvement has been introduced which will greatly facilitate discussion in Parliament, and will, we hope, furnish a model for all future Bills which aim at both consolidation and amendment of the law. There are notes in red ink in the margins indicating either the source from which the provisions have been taken or the fact that they are new. The extent to which the latter notes prevail ought to bring clearly before the Legislature the sweeping nature of the alteration which is proposed to be made in the law of bankruptcy, as laid down in the Act of 1869.

Turning to the alterations in last year's Bill, the first to be noticed relates to the receiver to be appointed after the presentation of a bankruptcy petition. It is now provided that in all cases where the estimated value of the property is less than £2,000, the receiver shall be an officer of the court, unless sufficient cause be shown to the court for making another appointment; and it is also provided that the receiver shall not (unless the court otherwise order), before the first general meeting, incur any expense beyond what is necessary for the protection of the property of the debtor. The list of creditors to be filed by the debtor is now required to be prepared by the debtor himself or by some clerk or servant in his ordinary employment, unless the court shall, under special circumstances, otherwise permit.

The most important change in the procedure is the omission of the preliminary meeting which, in former Bills, the court has been authorized to summon, and at which the creditors were to "discuss and investigate the affairs of the debtor, and consider any proposal which might be made to them in reference thereto." As no statement of affairs was to be presented to the meeting, it did not seem likely that any very useful result would ensue from the discussion and investigation, and we think a sound discretion has been exercised in removing from the Bill a provision the only effect of which would have been to increase bankruptcy costs.

As to proxies, the provisions of the new Bill are somewhat disappointing. It is provided, with reference to the first meeting, that "votes may be given either personally or by proxies. If by proxies, the proxies shall be in such form and given or signed in such manner and at such time as may be prescribed; and the court may, in any case in which it thinks it right so to do, require that the votes shall be given personally." The first part of this provision contemplates the making of rules restricting the mode of giving proxies, but it does not seem to authorize the imposing of any restrictions by such rules as to the persons to whom proxies may be given. Most of the evils of proxies would be removed if judicious regulations were made as to this matter, but, so far as we can see, no such regulations are made or authorized to be made in the Act. The addition of two words in clause 17, sub-clause (5), "and given or signed in such manner, to such persons, and at such time," &c., would effect the change we think so important. The provision as to votes being given personally throws the onus on the court of requiring that votes shall be given in this way. We imagine that a more effective provision would have been to follow the recommendation of the committee of 1876, and place restrictions on the use of proxies by creditors resident within a reasonable distance of the place of meeting, and to provide that such creditors shall give their votes personally unless the court

otherwise orders. The question of the use of proxies is no doubt full of difficulty, but, considering the fact that the committee of 1876 ascribed nearly all the evils which had led to so much dissatisfaction with the working of the Act of 1869 to the abuse of the system of proxies, we certainly expected to have found in this year's Bill some more stringent and careful provisions on this matter. We attach very little practical importance to the remedy proposed of placing the appointment of the trustee in the hands of the committee of inspection, for the result will simply be to direct the energies of the proxy collectors to the appointment of this committee instead of the trustee. The candidate for the office of trustee would only have to find five creditors favourable to his appointment, and then set one of these creditors to work to solicit proxies for the appointment of the five. There will be this additional stimulus to the candidate to get a favourable committee of inspection appointed, that his remuneration beyond the scale will, to a considerable extent, depend on the special report of the committee. The terrors of the provision of clause 143—that where it appears to the satisfaction of the court that any solicitation has been used by or on behalf of a trustee in obtaining proxies, or in procuring the trusteeship, the court shall have power, if it think fit, to order that no remuneration shall be allowed to the person by whom, or on whose behalf, such solicitation may have been exercised—will, we think, be very small. It will have to be clearly proved to the court that solicitation has been exercised by or on behalf of the trustee, whereas in the future the solicitation will probably be exercised, as we have seen, by or on behalf of the committee of inspection who appoint the trustee. And in any case the court will not be very ready to deprive a man of remuneration for work which he may have done well. We think that the provisions as to proxies need the careful attention of the Legislature.

The new provision for insuring the speedy winding up of estates consists of an alteration of the time within which the trustee or receiver must pay all moneys in hand into court from two years to one year from the date of his appointment, unless, under special circumstances, the court extends the time. A similar provision is applied to trustees and inspectors under deeds of arrangement.

An alteration has also been made in the provisions relating to the discharge of the bankrupt. The application for discharge before the expiration of twelve months from the date of finishing the examination of the bankrupt must still be concurred in by a majority in number, and three-fourths in value, of the creditors who have proved; but an application may be made after twelve months, and before two years (instead of eighteen months), from the finishing of the examination (instead of from the date of the first meeting) with the concurrence of a majority in number and value of the creditors who have proved, and after the expiration of two years from the finishing of the examination (instead of thirty months from the first meeting), the application may be made though no creditor concurs in it. Power is also given to the court on such application to refuse or suspend the order of discharge, or to grant it subject to any conditions as to salary, &c., or after acquired property of the bankrupt, on proof being furnished by any creditor that the bankrupt, being a trader, has not kept proper books, or has greatly increased his liabilities by carrying on trade at a loss while insolvent, or has contracted debts without a reasonable expectation of being able to pay them, or has brought on his bankruptcy by rash speculation or extravagant living, or put his creditors to unnecessary expense by a vexatious defence to any action to recover any debt due from him, or has committed any bankruptcy misdemeanour for which he has not been prosecuted.

We come now to the new provisions as to the London Bankruptcy Court. Considering these in connection with the Judicature Act Amendment Bill, we see at once

that the so-called union of the Bankruptcy Court with the High Court is of a rather unreal character. The London Bankruptcy Court is to preserve its distinctive style and title; the judge is to be called the Chief Judge in Bankruptcy; and (curiously enough) it is actually provided by clause 80 that "the judge so assigned shall hold the office of Chief Judge in Bankruptcy in addition to the office of judge of the High Court of Justice." Now, as the London Bankruptcy Court, of which the new judge is to be Chief Judge, is to be "united with and form a part of the High Court of Justice," it is difficult to see why this distinction should be drawn between the office of Chief Judge and the office of judge of the High Court. The district of the London Court is proposed to be enlarged, so as to include the Wandsworth, Greenwich, and Woolwich and Brentford County Courts, and power is given (clause 78), upon the desire of both parties, or of one party and of the judge of the local bankruptcy court, to have questions of law or fact tried in the first instance in the London Bankruptcy Court. A restriction is imposed on the power of the Chief Judge to delegate matters to the registrars. In addition to the power to commit for contempt, he is to be disabled from delegating the hearing of a contested application for a provisional order, or an application to revoke a provisional order, or a contested application for an order of discharge, or any contested matter wherein the subject in dispute is of the value of £50 or upwards, if any party entitled to be heard on such matter objects in writing to have the matter heard by the registrar. The provisions as to union of the London Bankruptcy Court with the High Court in the Bankruptcy Bill, and in the Judicature Act Amendment Bill, need to be carefully compared and brought into harmony. The former Bill seems to have lost sight of the fact that there exists a shadowy kind of tribunal known as the Supreme Court of Judicature; hence, while the Bankruptcy Bill provides that the London Bankruptcy Court shall be united with the High Court, the Judicature Bill provides that it shall be united with the Supreme Court.

Recent Decisions.

SOLICITOR ACTING FOR BOTH MORTGAGOR AND MORTGAGEE.

(*In re Mason & Taylor*, V.C.H., 27 W. R. 311.)

Vice-Chancellor Hall in this case adopted the doctrine laid down by the Master of the Rolls in *In re Snell* (25 W. R. 823), that if a solicitor chooses to act both for mortgagor and mortgagee he cannot, as against the mortgagee, insist on his lien on the deeds for costs due by the mortgagor; for when the mortgagee has advanced his money the solicitor's duty to the mortgagee compels him to see that the latter gets a good title and possession of the deeds, and the solicitor cannot be heard to say that he has been guilty of negligence, and has allowed his client's money to be paid over without getting the deeds for him. If, therefore, the solicitor retains the deeds, he is considered to hold them for the mortgagee. But it is, of course, incorrect to say that in such circumstances the lien of the solicitor is lost. He cannot assert it against his client the mortgagor; but, as against the mortgagor and his trustee in bankruptcy, so long as the solicitor holds the deeds, they are deemed to be subject both to the mortgage and to the lien (see *In re Messenger*, L. R. 3 Ch. D. 319). It is to be observed that in *In re Snell* the Master of the Rolls is reported to have said that it made no difference that the mortgagee had notice of the solicitor's lien.

Cases of the Week.

BANKRUPTCY—TRADER—POST-NUPTIAL SETTLEMENT—LEASEHOLDS—PURCHASER FOR VALUE—BANKRUPTCY ACT, s. 91.—In a case of *Ex parte Hillman*, before the Court of Appeal on the 27th of February, the question arose whether a post-nuptial settlement of leaseholds, made by a trader within two years before his bankruptcy in favour of his wife and children, was void as against the trustee in the bankruptcy, under section 91 of the Bankruptcy Act, 1869. That section provides that "any settlement of property made by a trader, not being a settlement made before and in consideration of marriage, or made in favour of a purchaser or incumbrancer in good faith and for valuable consideration, or a settlement made on or for the wife or children of the settlor of property which has accrued to the settlor after marriage in right of his wife, shall, if the settlor becomes bankrupt within two years after the date of such settlement, be void as against the trustee of the bankrupt appointed under this Act." The bankrupt had, within two years before the commencement of his bankruptcy, assigned to trustees, on trust for the benefit of his wife and children, two leasehold houses, subject to the payment of a ground rent of £10 reserved by the lease, and to the performance of the lessee's covenants contained in the lease. The trustee in the bankruptcy claimed a declaration that this settlement was void as against him under section 91. It was admitted that the bankrupt was solvent when he executed the settlement, and that he had purchased the houses, not out of moneys withdrawn from his business, but out of the proceeds of a legacy. It was contended that the trustees of the settlement were purchasers of the houses "in good faith and for valuable consideration," because they had become liable to pay the rent and perform the covenants of the lease, reliance being placed on the cases of *Price v. Jenkins* (L. R. 5 Ch. D. 619) and *Ex parte Doble* (26 W. R. 407). In *Price v. Jenkins* it was held by the Court of Appeal, with reference to the statute 27 Eliz. c. 4, that a voluntary settlement of leaseholds was valid as against a subsequent purchaser for value, on the ground that the trustees of the settlement gave consideration for it in becoming responsible for the payment of the rent and the performance of the covenants of the lease. And in *Ex parte Doble*, upon the authority of *Price v. Jenkins*, a voluntary settlement of leaseholds was held to be valid as against the trustee in bankruptcy of the settlor. But in that case there was this additional circumstance, that the persons for whose benefit the settlement was made covenanted to pay an annuity of £50 to the settlor. And, though it does not so appear in the report, the counsel for the trustee in bankruptcy in *Ex parte Hillman* stated that he had seen the brief of counsel in *Ex parte Doble*, and that the copy of the proceedings contained in it showed that the bankrupt in *Ex parte Doble* was not a trader, and that consequently section 91 did not apply to him. The court (Jessel, M.R., and James and Bramwell, L.J.J.) held that the settlement was void as against the trustee under section 91. Jessel, M.R., said that the Bankruptcy Act was a special code of law for commercial men, and it must be expected that words used in it would be used in the sense in which they were used by commercial men. It was clear that the word "purchaser" was used, not in its technical legal sense, but in the ordinary sense of a "buyer." This was obvious from the use of the additional word "incumbrancer," which was contrasted with "purchaser," for, in the legal sense, every incumbrancer was a purchaser. It was impossible to say that a trustee for the settlor's wife and children was in any sense a buyer of the settled property. Therefore the case was not within the exception from the rule laid down by the section. James, L.J., said that *Price v. Jenkins* was a decision upon 27 Eliz. c. 4, and the object of that decision was to prevent the commission of a fraud.

EQUITABLE ASSIGNMENT—VERBAL AGREEMENT FOR A LOAN ON SECURITY OF FUTURE RENT—WRITTEN AUTHORITY TO PAY RENT TO LENDER—STATUTE OF FRAUDS, s. 4.—In a case of *Ex parte Hall*, before the Court of Appeal on the 27th of February, the question arose whether a bankrupt had before his bankruptcy made an effectual equitable assignment of some rent to become due to him at a future day, so as to bind the trustee in the bankruptcy. The

bankrupt had, in July, obtained a loan of £200 from his bankers, upon a verbal agreement that it should be repaid out of the Michaelmas rent of a farm belonging to him, and in pursuance of the agreement he gave the bankers a letter, addressed to the tenant of the farm, in which he said:—"When your Michaelmas rent becomes due to me, I hereby authorize and request you to pay" to the bankers £200. The letter contained no reference to the loan. It was sent to the tenant, but, before the rent became due, the landlord had committed an act of bankruptcy on which he was afterwards adjudicated a bankrupt. The judge of the county court held that there had been a good equitable assignment of the rent, upon the authority of such cases as *Diplock v. Hammond* (5 De G. M. & G. 320), and *Brice v. Bannister* (28 W. R. 670, L. R. 3 Q. B. D. 569). The Chief Judge held that the letter was void as against the trustee, on the ground that, as it only authorized the payment of the rent to the bankers "when it becomes due to me," it could not apply when the rent had, by reason of the bankruptcy, become due, not to the bankrupt, but to the trustee. The Court of Appeal (Jessel, M.R., and James and Bramwell, L.J.J.), upheld this decision, but on a totally different ground—viz., that the rent was an interest in land, and therefore, by virtue of section 4 of the Statute of Frauds, parol evidence of the agreement to assign it to the bankers was not admissible. The case, therefore, rested simply upon the letter, which, on the face of it, was nothing more than a revocable authority to pay £200 out of the rent to the bankers, and was revoked by the bankruptcy.

COMPANY—WINDING UP—SECURED CREDITOR—GARNISHEE ORDER NISI NOT SERVED ON GARNISHEE UNTIL AFTER COMMENCEMENT OF WINDING UP—BANKRUPTCY ACT, 1869, SS. 12, 16—COMPANIES ACT, 1862, S. 163—JUDICATURE ACT, 1875, S. 10—ORD. 45, RR. 1, 2, 3.—In a case of *In re The Stanhope Silkestone Colliery Company*, before the Court of Appeal on the 28th of February, the question arose whether a creditor who, before the presentation of a petition for the winding up of a company, had obtained a garnishee order nisi against a debtor to the company, but who had not served the order on the garnishee until after the presentation of the petition, was to be treated in the winding up as a secured creditor of the company within the meaning of sections 12 and 16 of the Bankruptcy Act, 1869, the bankruptcy law with regard to the respective rights of secured and unsecured creditors being now, by section 10 of the Judicature Act of 1875, made applicable in the winding up of joint stock companies. A winding-up order having been made, the provisional liquidator applied to the court for an injunction to restrain the judgment creditor of the company, who had obtained the garnishee order nisi, from taking further proceedings under it. Fry, J., on the authority of *Ex parte Joselyne* (26 W. R. 645, L. R. 8 Ch. 327), held that the order nisi constituted a security on the property of the company, and refused to grant the injunction. The Court of Appeal (Jessel, M.R., and James and Bramwell, L.J.J.) held that, inasmuch as the order nisi had not been served on the garnishee, no security had been obtained on the property of the company. Reliance had been placed on behalf of the respondent on some of the expressions used by the judges of the Court of Appeal in *Ex parte Joselyne*, and especially on the observation of Cotton, L.J.: "It is called an order nisi, but, as against the judgment debtor, it was a final and complete order, transferring at once to Patterson & Co. (the judgment creditors) the right to receive any money which might be due from Kino (the garnishee) to Watt (the judgment debtor)." But the court said that those observations must be taken as having been made with reference to the case then before the court, in which the order nisi had, in fact, been served on the garnishee before the commencement of the bankruptcy. Jessel, M.R., said that, until the order nisi had been served on the garnishee, he was entitled to pay his debt to his original creditor, and therefore, until service, the order did not give the judgment creditor any security on the estate of the judgment debtor. Till service, the order was equivalent only to an imperfect execution against chattels. Independently of that, section 163 of the Companies Act, 1862, provided that "any attachment . . . put in force against the estate or effects of the company

after the commencement of the winding up shall be void to all intents." The order nisi was an attachment against part of the estate of the company, and it could not be said that it had been put in force before the commencement of the winding up. Therefore, if it was not saved by section 10 of the Judicature Act, it was made void by section 163 of the Companies Act. Bramwell, L.J., observed that the order, on the face of it, did not purport to attach the debts, but only ordered that they should be attached. This implied that some future step was to be taken, viz., the service of the order on the garnishee.

MEASURE OF DAMAGES—BREACH OF COVENANT FOR QUIET ENJOYMENT—CLAIM FOR ALTERNATIVE RELIEF AGAINST ONE OF TWO DEFENDANTS—COSTS PAID BY PLAINTIFF TO SUCCESSFUL DEFENDANT.—In a case of *Child v. Stenning*, before the Court of Appeal on the 28th of February, a question arose as to the proper measure of damages for the breach of a covenant for quiet enjoyment. And there was this further question, whether a plaintiff, who has claimed relief in the alternative against two defendants, is entitled to recover as damages, from the defendant against whom he succeeds, the costs which he is ordered to pay to the defendant against whom he fails. The questions arose in this way. The defendant Wagner demised a piece of land to the defendant Stenning, and granted him certain rights of way. Afterwards Wagner demised an adjoining piece of land to the plaintiff, and covenanted with him in the ordinary form for quiet enjoyment. Stenning claimed to be entitled under his grant to a right of way over part of the land demised to the plaintiff. Wagner alleged that he had granted no such right of way to Stenning. The plaintiff brought the action against Stenning and Wagner, claiming an injunction and damages against Stenning, and, in the alternative, in case the court should be of opinion that Stenning was entitled under his grant to the right of way which he claimed, damages from Wagner for the breach of his covenant for quiet enjoyment. At the trial Fry, J., held that Stenning was entitled to the right of way which he claimed, and gave judgment for him, with costs to be paid by the plaintiff. The case against Wagner was then tried, and evidence of damage to the plaintiff was adduced, the only evidence being that Stenning, who was a builder, had stacked some timber on part of the land demised to the plaintiff, and the opinion of a surveyor that, by reason of the right of way, the value of the land was, for the purposes of building on it, diminished to the extent of £400. Thereupon Fry, J., gave judgment for the plaintiff against Wagner for £400 damages, but he refused to allow him as damages the costs which he had been ordered to pay to Stenning (26 W. R. 265, L. R. 7 Ch. D. 413). The Court of Appeal (Jessel, M.R., and James and Bramwell, L.J.J.) held that the plaintiff was only entitled to forty shillings damages for the breach of Wagner's covenant for quiet enjoyment, but that he was entitled to recover from Wagner as damages the costs which he had to pay to Stenning. Jessel, M.R., said that, as the plaintiff had not been evicted, he could only recover the damages which he had actually sustained up to the date of the writ in the action. The evidence of the stacking of timber was not relevant, for the stacking of timber was not authorized by the grant of the right of way to Stenning. Such an act was a mere trespass by him, for which Wagner was not responsible. The evidence of the reduced value of the land was not admissible on the question of breach of a covenant for quiet enjoyment. But the plaintiff was clearly entitled to recover from Wagner the costs which he had to pay Stenning. It was Wagner's error which had given rise to the action; he had incited the plaintiff to bring the action against Stenning. Up to the moment of the trial he had insisted on his right to demise the land to the plaintiff free from any right of way in Stenning, and therefore, on principle, he ought to pay the costs which the plaintiff had been compelled to pay to Stenning.

MORTGAGE—CONSOLIDATION—VOLUNTARY DEED—27 ELIZ. C. 4—MORTGAGE NOT COMMUNICATED TO MORTGAGEE—PRACTICE—APPEAL FROM PART OF JUDGMENT—CROSS-NOTICE BY RESPONDENT—RIGHT OF APPELLANT TO OPEN WHOLE JUDGMENT—ORD. 58, RR. 5, 6.—In a case of *Cracknell v. Janson*, before the Court of Appeal on the 4th inst., a question arose upon the application of the doctrine of the

consolidation of mortgages under the following circumstances:—A first mortgage was executed of an estate A. Afterwards the mortgagor executed a second mortgage of that estate to another person. The second mortgage also comprised another estate B. The first mortgagee had also advanced money to the mortgagor upon the security of the deposit by him of a policy of assurance. The second mortgagee, under a power of sale contained in his mortgage, sold the estate A. The first mortgagee refused to join in the conveyance to the purchaser unless he received out of the purchase-money, not only what was due to him in respect of his first mortgage of estate A., but also a sum of £273, which was due to him in respect of his equitable mortgage of the policy. The £273 was accordingly paid to him out of the purchase-money, and he then executed the conveyance, and handed over the policy to the second mortgagee. In an action by the second mortgagee to foreclose the mortgagor in respect of estate B., and for other purposes, the second mortgagee claimed the right to consolidate the equitable mortgage of the policy with the mortgage of estate B., and to retain both as a security for the whole amount due to him, including the £273 which had been paid out of the purchase-money to the first mortgagee. Fry, J., held (27 W. R. 55, 22 SOLICITORS' JOURNAL, 703) that the second mortgagee had no such right, on the ground that he was not the owner of two mortgages, no assignment of the equitable mortgage having been made to him, and that the mortgage debt of £273 had not been paid by him, but had been discharged out of the purchase-money. The Court of Appeal (Jessel, M.R., James, and Bramwell, L.J.J.) held that the second mortgagee's claim to consolidate was well founded. The £273 was really paid by him, inasmuch as it would have been received by him out of the proceeds of sale, if the first mortgagee had not claimed it by virtue of his right of consolidation. And the second mortgagee, having thus paid the £273 to the first mortgagee, was entitled to the policy, of which he had become the mortgagee by transfer from the first mortgagee, without the necessity of any formal assignment. The second mortgagee became thus the owner of two mortgages—the mortgage of estate B. and the equitable mortgage of the policy—and was entitled to consolidate them. Jessel, M.R., said that this was no extension of the doctrine of consolidation, but was the simplest possible application of it. Another point in the case was this. The mortgagor had in 1864 borrowed £1,500 from his step-daughter. He did not agree to give her any security for the loan, and she never subsequently pressed him to do so. In 1871 he executed a mortgage in her favour to secure the £1,500. He retained the deed in his possession; its execution was not communicated to her, and she did not know of it until 1874. Under these circumstances Fry, J., held that the mortgage was void, under 27 Eliz. c. 4, as against a subsequent mortgagee of the same property, who, when he took his security, had no notice of the mortgage to the step-daughter; and the Court of Appeal affirmed the decision. A point of practice also arose upon the appeal. The plaintiff appealed from a part of the judgment of Fry, J. The defendant then gave a cross-notice, under rule 6 of order 58, that he should on the hearing of the appeal ask the court to alter another part of the judgment in his favour. The court held that the cross-notice had the same effect as a cross-petition of appeal would formerly have had, and entitled the original appellant to ask the court to alter in his favour another part of the judgment of which his original notice did not complain. And Jessel, M.R., said that, even where there was only a notice of appeal from part of a judgment, and no cross-notice was given by the respondent, the Court of Appeal would have power, under rule 5 of order 58, to alter any other part of the judgment in favour of the appellant, if it thought fit to do so, though, of course, it would not be bound to exercise that power. But James, L.J., added that in such a case the court would be very loath to allow the appellant to enlarge the litigation beyond the scope of his own notice of appeal.

PARTNERSHIP—POWER OF EXPELLING PARTNER—VALUATION OF PARTNERSHIP ASSETS—GOODWILL OF BUSINESS.—In a case of *Stewart v. Gladstone*, before the Court of Appeal on the 4th inst., the question arose whether in the valuation of the assets of a partnership, for the purpose of ascertaining the amount due to the partners, the goodwill of the business ought to be treated as an asset. The business was that of commission merchants, and the articles of partnership

provided that an account should be taken in every year of the "stock, moneys, debts, lands, buildings, factories, and other the estate and effects belonging, due, and owing to the partnership," and that a fair valuation should be made of all the particulars included in such account which might be in their nature susceptible of valuation. This account was to form the basis of the calculation of the profits arising from the business in the preceding year. The articles contained a power for the majority of the partners to expel any partner, and, in that event, his share of the business was to accrue to the continuing partners, and there was to be placed to the credit of his account a sum of money equal to a proportionate part of one year's profit of the business up to the time of his expulsion, calculated upon the average profits of the three preceding years, and the continuing partners were to pay to him the sum which should appear to the credit of his account by instalments spread over three years. There was also a provision that if any partner was expelled he should not enter into any similar business at any place where the partnership carried on business, nor solicit any of the customers of the firm, and each partner undertook, in case of his committing any breach of this provision, to pay to the other partners £10,000 as liquidated damages. A partner having been expelled from the firm, Fry, J. held (26 W. R. 637, 22 SOLICITORS' JOURNAL, 433), that in taking the accounts, for the purpose (*inter alia*) of ascertaining what was due to the expelled partner, the goodwill of the business ought to be included in the valuation as being an asset of the partnership susceptible of valuation. The Court of Appeal (Jessel, M.R., and James and Bramwell, L.J.J.) held that, *prima facie*, the goodwill ought not to be included in the valuation, and that the articles contained nothing to show that it was intended to include it. Jessel, M.R., said that it was difficult to see what the goodwill of such a business could be. In such cases goodwill was never sold alone, and was not in its nature susceptible of valuation. The articles pointed to a valuation for the purpose of ascertaining the annual profits, and it could not be supposed that a partner was to take out year by year his share of the goodwill. The business had been carried on for many years, and in no single instance had the goodwill been valued. The words "susceptible of valuation" meant susceptible in the ordinary way adopted by commission merchants.

PRINCIPAL AND SURETY—SECURITIES HELD BY PRINCIPAL CREDITOR—BILL OF EXCHANGE—GENERAL SECURITY GIVEN BY ACCEPTOR TO BANKER—BILL DISCOUNTED BY BANKER FOR INDORSER—RIGHTS OF INDORSER TO SECURITY—CO-SURETY—CONTRIBUTION.—An important question with regard to the law of principal and surety arose before the Court of Appeal on the 3rd inst. in a case of *Duncan, Fox, & Company v. The North and South Wales Bank*. One of the partners in a firm of Radford & Sons, customers of the defendant bank, deposited with the bank the title deeds of real estate which was his separate property, to secure to the bank "the balance for the time being owing to them by the firm for discounts and advances, and for all other moneys in or for which the firm, whether alone or jointly with any other person or persons, were or might from time to time thereafter be or become indebted or liable to the bank, or the bank was or might be or become indebted or liable on their account, or which the bank might at any time claim against the firm." After this security had been given to the bank the plaintiffs received, in payment for goods which they had sold to Radford & Sons, some bills of exchange accepted by Radford & Sons. These bills the plaintiffs indorsed to the bank, who discounted them for them. Before the bills matured they were dishonoured by the acceptors, and the plaintiffs became liable to pay the amount of the bills to the bank. The acceptors had executed a deed of inspectorship for the benefit of their creditors. The plaintiffs by their action claimed a declaration that they were sureties to the bank for the payment of the bills, and that the above-mentioned security extended to those bills, and the plaintiffs claimed as sureties, on paying the bills, and whatever else might be due to the bank on the security, to be entitled to have the security handed over to them. The Vice-Chancellor of the Lancaster Chancery Court held that the plaintiffs' claim was well founded by virtue of the ordinary law of principal and surety. The Court of Appeal (Jessel, M.R., and James and Bramwell, L.J.J.) said that, inasmuch as the security was upon the separate

estate of a partner in the firm of Radford & Sons, that separate estate was only a surety to the bank for the payment of the debts of the firm; so that, if the plaintiffs were only sureties to the bank for the payment of the bills, the separate estate of the partner who gave the security was a co-surety. And, as between co-sureties for a debt, the only right which could exist was a right of contribution. And, indeed, under the circumstances, there was not even that right of contribution, for the separate estate of the partner was made a security to the bank for the ultimate balance due from the firm, which meant the ultimate balance due after the bank had recovered all that they could from other parties to bills of exchange. On this ground, therefore, the decision of the Vice-Chancellor must be reversed. But the court went further than this, and held that, even if the security had been given by the firm of Radford & Sons, instead of by one of the partners, the claim of the plaintiffs would have been equally without foundation. Jessel, M.R., said that the indorser of a bill of exchange, who discounted it with a bank, was, in truth, a principal debtor to the bank, though he might be in the position of a surety in regard to prior indorsers of the bill. Was it to be tolerated that, without the consent of the bank, without their knowledge of the relation between him and the acceptor, he should be treated as for all purposes a surety in respect of the bill, so as to prevent the bank from dealing with securities which they held from the acceptor or any other party to the bill? The consequences of so holding would be most alarming. No bank could venture to discount a bill with a number of names on it, without seeing whether any of the persons whose names appeared on it was a customer who had given the bank security for moneys due from him. Such an extension of the ordinary law of principal and surety would paralyse the business of bill discounting, and it would be very unwise of the court so to extend it.

TRUSTEE RELIEF ACT—PAYMENT INTO COURT—NOTICE TO PERSONS INTERESTED—PERSON WHO CANNOT BE FOUND—DIRECTIONS OF COURT—CHANCERY FUNDS (AMENDED) ORDERS, 1874, n. 5.—In a case of *Re Hardley*, before the Court of Appeal on the 5th inst., a question arose as to the jurisdiction of the court with reference to rule 5 of the Chancery Funds (Amended) Orders, 1874 (which is now substituted for rule 4 of order 41 of the old Consolidated Orders), and which provides that a trustee, after paying money into court under the Trustee Relief Act, "shall forthwith give notice thereof to the several persons named in his affidavit as interested in or entitled to" the fund paid in. The question arose thus:—A mortgagee had, in 1876, sold the mortgaged property, and, after satisfying what was due to him on his security, there remained a surplus in his hands. The mortgagor had died in 1872. The mortgagee made inquiries in order to ascertain who was the mortgagor's heir-at-law, and was informed by a son of the mortgagor that his eldest son had left England in 1852 for Australia, being then a bachelor; that his family had received a letter from him shortly after his arrival there, but from that time down to 1873 no communication from him had been received by any member of his family; that in 1873 his family received intelligence of his being alive at a place in Australia, that they wrote to him there, and received an answer from him; that they had written several letters to him subsequently and had received replies, but no letter from him, or tidings of him, had been received since December, 1876. A letter had been written to the postmaster in Australia, who had replied that he had made inquiries and that no such person could be heard of. In January, 1879, the mortgagee paid the surplus into court, and then applied to Fry, J. (acting for Vice-Chancellor Malins), for directions as to the mode in which he should give notice to the heir-at-law in compliance with rule 5. Fry, J., held that he had no jurisdiction to give any directions, and declined to express any opinion what would be sufficient notice. The application was then renewed in the Court of Appeal, reliance being placed upon *Re Hansford* (7 W. R. 199, 254), in which, under very similar circumstances, Wood, V.C., dispensed with notice to a person interested in a fund, and upon *In re Goodman's Will* (Weekly Notes, 1870, p. 152) and *In re Palmer* (Weekly Notes, 1873, p. 101), in which Malins, V.C., gave directions as to the mode in which notice was to be given to an absent person. Jessel, M.R., asked what jurisdiction the court had to direct that which was in the nature of a substituted service? If the trustee could not give

notice there was no help for it; the Act relieved him from liability from the fund on his paying it in. His lordship said that in a case before himself he had held that it was for the court to decide, not *ex parte*, but on the application being made to distribute the fund, what notice should be given to the persons interested. It was urged that if the trustee neglected to perform the duty imposed on him by the rule, he might be deprived of his costs. But the court (Jessel, M.R., James, and Bramwell, L.J.J.) said that they had no jurisdiction to give any directions as to notice. James, L.J., however, added that if the trustee chose to write a letter to the brother of the heir-at-law, informing him of the payment into court, and to advertise in any Australian newspapers, he thought that the court would probably be of opinion that the trustee had incurred the expense of so doing reasonably. That was, however, merely an expression of his lordship's opinion. Jessel, M.R., said that he concurred in that opinion.

RESTRICTIVE COVENANT—"ASSIGN"—LESSEE FOR YEARS.—In a case of *Tait v. Gosling*, before Fry, J., on the 4th inst., the question arose whether a person to whom the owner of land in fee, who was entitled to the benefit of a restrictive covenant, had demised a part of the land in respect of which the covenant had been entered into, was entitled, in the character of an "assign," to sue for a breach of the covenant. A building estate was sold by a land company in lots. The conveyance of each lot contained a recital that it had been sold to the purchaser subject to the stipulation specified in a schedule to the deed, and a proviso that "the vendors (as to so much of the land to which the said stipulations relate as remains vested in them) for themselves and their assigns, and the purchaser (as to the land hereby conveyed) for himself, his heirs, executors, administrators, and assigns, do hereby respectively covenant, and grant with and to each other, and, as to the purchaser, also with and to the owners or owner of any other land to which the benefit of the said stipulations is attached, and their, his, or her, respective heirs and assigns, that the covenantors respectively, and their respective heirs and assigns, will henceforth observe, perform, and comply with the said stipulations, so far as the same relate either to the rights or the duties of the purchaser, his heirs or assigns, in respect of the land hereby conveyed." The schedule contained a prohibition of the carrying on of the trade of an innkeeper on any of the lots. The defendant was the purchaser in fee of one of the lots. The plaintiff held a lease for ninety years from the purchaser of another lot of a part of that lot; and he claimed to restrain the defendant from carrying on upon his lot the trade of an innkeeper. It was objected that the plaintiff had no title to sue upon the covenant, because he was not an "assign" within the meaning of it, inasmuch as the interest of the purchaser of the land comprised in his lease had not been, in the strict sense of the word, "assigned" to him. Fry, J., however, held that a person who derived title under the purchaser was entitled to the benefit of the covenant, and he overruled the objection, and gave judgment for the plaintiff.

PRACTICE—COMPANY IN LIQUIDATION—MOTIONS FOR LEAVE TO COMMENCE AN ACTION, AND TO APPOINT A RECEIVER AND MANAGER OF THE COMPANY, ALLOWED TO BE BROUGHT ON TOGETHER.—In a case of *The General Credit and Discount Company (Limited) v. The Metropolitan Bank (Limited)* an *ex parte* application was made to Mr. Justice Fry for Vice-Chancellor Malins on March 4. The action was brought by the plaintiffs, as first mortgagees, against the Hamilton's Windsor Ironworks (Limited), and their subsequent incumbancers. The Ironworks being in liquidation, notice of motion had been given in the liquidation for March 6 for leave to commence the action, the writ having been issued but not served. Leave was now asked *ex parte* for liberty to serve notice of motion in the action for a receiver and manager, and to serve the writ so that the motion might come on at the same time with the motion for leave to commence the action, without prejudice to any question on the latter motion. The grounds of urgency for the application were stated to be that the liquidator had given the plaintiffs notice that, after March 8, he would not provide any wages, so as to enable two important contracts then in course of execution to be carried out. His lordship gave leave as asked.

Societies.

UNITED LAW STUDENTS' SOCIETY.

A meeting of the above society was held on Wednesday last at Clement's-inn Hall, Strand, Mr. W. Shirley Shirley in the chair. After disposing of several motions of merely private interest, Mr. C. Kains-Jackson opened in the affirmative the following subject:—"That the nomination of candidates by such methods as those lately adopted in the case of Southwark will lead to lamentable consequences," and was supported by Messrs. Dowson, Owen, and Collyer; the motion being opposed by Messrs. Ashton Cross, Rubenstein, Bateman-Napier, and Curtis. [We are not informed of the result.]

SHEFFIELD DISTRICT INCORPORATED LAW SOCIETY.

The fourth annual general meeting of this society was held at the rooms, Aldine-court, High-street, Sheffield, on Friday, February 28. There were present Messrs. Addy, Allen, T. W. Badger, W. Badger, Bagshawe, Barber, J. Binney, Binns, Bramley, Branson, Brown, W. E. Clegg, Coombe, Dust, C. G. Esam, W. B. Esam, Fennell, Gould, Benj. Greaves, Newbould, Parkin, Porrett, Pye-Smith, C. M. Smith, Wm. Smith, Styling, Thomas, Tibbitts, C. E. Vickers, Wheat, A. Wightman, and Willis.

Mr. Wm. Smith occupied the chair.

The report, as printed, having been taken as read, it was resolved:—

That the report presented by the committee be received, confirmed, and adopted.

That the accounts of Mr. Broomhead, the treasurer for the past year, as printed, be approved and passed, and that the thanks of the society be given to him for his services.

That the cordial thanks of this meeting be given to Mr. Herbert Bramley for the able manner in which he has discharged the office of honorary secretary from the commencement of this society, and for the very complete and useful library catalogue and synoptical list of reports which he was mainly instrumental in preparing.

The chairman then, in the name of the society, presented to Mr. Arnold Muir Wilson, who obtained the Clifford's-inn prize at the Trinity Sittings Examination, in 1878, being the first among 324 candidates, the newly instituted prize of the society, of the value of ten guineas. The book chosen was "Froude's History of England," handsomely bound, in twelve volumes. Mr. Wilson suitably responded.

That Mr. W. Wake be re-elected the president, Mr. Wm. Smith be re-elected the vice-president, Mr. Broomhead be re-elected the treasurer, and Mr. Bramley be re-elected the secretary of the society.

That the following gentlemen be hereby appointed to act with the officers mentioned in the last resolution as the committee for the ensuing year—namely, Messrs. T. W. Badger (Rotherham), Branson, W. Fretson, Hughes, Hinde, Hodgkinson (Rotherham), Pye-Smith, Moore, J. Shipton (Chesterfield), Thomas, C. E. Vickers, B. Wake, Wheat, D. Wightman, and Yeomans.

That Messrs. Watson and Newbould be re-appointed the auditors of the society for the ensuing year, and that they be thanked for their services.

That the thanks of the society be given to A. J. Mundella, Esq., M.P., for his attention to the matters laid before him by the committee, and for prints of the more important Bills brought into Parliament during the last session, which he has forwarded to the committee.

That, as a rule for professional practice, no member of this society do attest any bill of sale unless he reasonably believes it to have been prepared by a solicitor (passed unanimously).

That this society request the committee to present a memorial under the society's seal to the rule committee of the judges praying that a provisional entry of causes may be continuously kept open in the district registry to and for the city or town in which civil assizes are held.

That the thanks of the meeting be given to the chairman for presiding.

The report of the society notices the following matters:—

Condition of the Society.—The committee, in presenting the fourth annual report, have pleasure in stating that the

number of members has increased since the last general meeting from 110 to 128. They regret the death of Mr. John Webster, J.P., an original member of the society, for a long time a member of the committee, and who had filled the office of mayor, and for many years of coroner, and who was one of the town trustees.

The society is now believed to exceed in numbers every other provincial society, except those at Liverpool, Manchester, and Birmingham.

Anti-alienation Clause.—In the last report it was mentioned that the main difficulties connected with the removal of the clause prohibiting assignment without licence from the Duke of Norfolk's leases had been then overcome, and a hope was held out that the committee would be able to bring the matter to a satisfactory conclusion at an early day. This hope has been fulfilled, and in the leases granted since November, 1877, by the Duke of Norfolk, the old clause has been omitted, and in lieu thereof the following covenant substituted:—

"And upon every assignment of the said premises or any part thereof, not being by will or by operation of law, without deed, will, within one calendar month thereafter, give notice thereof, in writing, to the reversioner or reversioners, or his or their agent, stating in such notice the name, place of residence or business, and description of the party to whom such assignment shall be made, and will, within such period of one calendar month, produce to the reversioner or reversioners, or his or their agent, such assignment, or a duplicate or attested copy thereof, of which notice and production having been duly given and made, a stamp or memorandum on such assignment, duplicate, or attested copy, or on a duplicate of such notice, signed by the reversioner or reversioners, or by his or their agent, on his or their behalf, shall be conclusive evidence."

Your committee have also arranged that in the leases of his Grace's estate at and near Sheffield, there should be no exception of minerals without (1) a special bargain being made to that effect; (2) due provision made for the lessee being paid for damage caused by working them.

Your committee also obtained a change in the form of lease as to fixtures to be yielded up on the determination of a term; trade fixtures, and fixtures used as ornaments, being now expressly excepted.

Mr. Ellison has settled a form of notice to be given under the covenant before referred to, which will be printed by Messrs. Leader & Sons, and your committee understand that Mr. Ellison has also prepared a stamp to be used for the purpose of testifying the giving of the required notice.

An improvement was also made in the covenant to insure, which is now as follows:—

"And also will, during every part of the said term other than the last twenty years thereof, insure and keep insured the buildings for the time being on the ground hereby demised, in some reputable office for insurance against fire in England in the sum of _____, and will, during the last twenty years of the said term, keep insured the buildings for the time being on the ground hereby demised in some reputable office for insurance against fire in England, in such sum as the agent for the time being of the reversioner or reversioners shall, at the commencement of, or during such twenty years, from time to time fix and determine, and in default of any such fixing or determination in the sum of _____, and will, if required so to do, produce the receipts for the premium of such insurance for every current year, to such agent as aforesaid."

Your committee believe that the example of the Duke of Norfolk, in dealing with the restriction on assignment, has already been followed by some of the principal neighbouring landowners; and they hope that in a short time the objectionable provision will disappear from all building and mining leases in the district.

Conditions of Sale.—Several points having arisen on the conditions of sale, as to which it has been suggested that improvements might be made, the whole subject is now under consideration, and it is proposed to make certain slight alterations. Any suggestions from members to be handed in at the meeting will be esteemed.

It is interesting to know that of the conditions more than 2,700 have been sold, and numerous applications have been made for them from various parts of the kingdom. Your committee, however, held by their rule that they are only to be sold to persons who are members of the society.

There have been several questions on conveyancing matters before your committee in the course of the year, and in

the appendix one of the resolutions that the committee came to is set out.

Professional Matters.—The notice of the committee was drawn to a charge of £2 12s. 6d. made by a Sheffield accountant for preparing a bill of sale, and as this is a form of document that comes under the Stamp Act, 1870, section 60, which inflicts a penalty not exceeding £50 on any person not a solicitor who prepares and charges for an instrument under seal, the committee brought the matter under the notice of the revenue authorities in London, who imposed a mitigated penalty of £10.

Prize for Articled Clerks.—The question of a prize or other distinction to articled clerks passing their final examination has been considered by your committee. They find that it is usual in places where there is a flourishing law society to grant a prize to the student from the district in each year who shall have passed the best final examination, provided he obtain one of the prizes or certificates awarded by the examiners at the examination in London. The committee have, therefore, in pursuance of one of the objects mentioned in their memorandum of association, which is as follows:—"The encouragement of the study of the law by the articled clerks of attorneys and solicitors, and for that purpose the donation, on such terms and condition as may from time to time be prescribed, of a prize or prizes, or other rewards or distinctions"—decided for the present to grant a yearly prize of the value of £10 10s., to be presented at the annual meeting, under certain regulations of which a copy will be found in the appendix. They have also decided that, for this year, the prize shall be given in books, and they have great pleasure in mentioning that they have adjudged it to Mr. Arnold Muir Wilson, who was articled to Mr. Joseph Binney, of Sheffield, and who obtained the Clifford's Inn Prize at the Trinity Sittings Examination in 1878, being the first among 324 candidates. It is hoped by the committee that this gift will be an additional incentive to the articled clerks in the district to attend faithfully and carefully to working and reading through the whole time of their articles.

In the appendix the following opinion is given:—

March 5, 1878.—On the consideration of the following question—"Is it proper for a vendor to execute a post-dated deed, duly stamped, where it has been found that a conveyance from the vendor, of the same date, has not been stamped or been improperly stamped, and a penalty would attach on production of the deed for stamping?"—Resolved, "That in the opinion of this committee such a course would be improper."

SOCIAL SCIENCE ASSOCIATION.

DEFECTS OF JOINT STOCK BANKS.

At a recent meeting of the association Mr. Harold Brown, solicitor, read a paper on this subject, from which we take the following extracts:—

In England it is well known to most people that trustees are not justified, either by the general law relating to trusts, nor generally by the express terms of trust deeds, in investing in bank shares. Banks are, in fact, vast trading concerns; and though they trade in gold and its proper equivalents, they are none the less generally recognized in England (at any rate, so far as investments go) as being nothing more. Fortunately, but few testators in England have ordered their trustees to invest in bank shares; but for some inscrutable reason, bank shares in Scotland have for years past been recognized as trust investments, and have been a favourite investment for testators and others to recommend to their trustees. The latter do not seem to have considered for a moment the risk which they ran as members of great trading bodies, with great risk to themselves personally, and no possible profit.

If the risk were yet in the future, and had not appeared as a terrible reality, one might almost have been disposed to gibe at our proverbially long-headed neighbours, but as it is, we can only sympathize with them in their sad awakening, and trust that we may benefit by the lesson which we learn at their expense. Is there, however, any real inducement to any man to buy bank shares? Taking the average of the large banks of good credit throughout the kingdom, we may safely say that their shares or stock could not (at any rate, until within the last month or two) be bought to pay the purchaser more than about five or six per cent. Now, what

man would think of embarking in any ordinary trade for a prospective profit of six per cent. only on his capital? No one, I venture to say, would dream of it. Why, then, do people buy shares or stocks of the most gigantic trading concerns in the world, with liability limited or unlimited attaching to them, at a price which will only give them the profit which ought to be reaped from securities involving but little risk of losing even a portion of the capital embarked, and no risk of the investors being called on for further contributions? Is it that Englishmen as a nation have lost the trading instinct, and omit to make the most ordinary calculations before investing their money, or is it that there has been attracted into the market the capital of a class for whom bank shares have an especial attraction? It appears to me that the latter is the case. When one looks at the share lists of joint stock banks, one finds that they consist largely of spinsters, widows, clergymen, and country gentlemen. This appears to give indications as to the probable causes of investment. The classes of investors enumerated formerly held aloof from all trade; some because it was not open to them (or only open to them as retail traders), with the limited means at their command, and others because it was inconsistent with their professional status or prejudices. The joint stock trading company, and, above all the joint stock bank, is eminently adapted to attract all the capital formerly jealously kept from anything except investments in land or consols, or something equally safe and respectable. It opened an outlet for such capital just when wanted in the great race for wealth which has been going on for many years past at a greatly increasing pace.

I merely offer these observations for what they are worth, but one comparatively rarely finds a business man buying shares largely in any bank, unless he has some other interest in it than the mere investment of his capital. He may merely get increased influence with the governing body as a large shareholder, and thus increased facilities for discounting his bills, or he may purchase stock with the view of becoming a director himself, when his fees and his dividend together make a much more respectable return on his invested capital than the dividend alone. I say nothing of the possible patronage and opportunities of making profits from time to time by advantageous investments which come under his notice as a director. The man who wields, even as one only of a board of directors, the powers incident to ten or twenty millions of money, is a man, who, in the opinion of too many of his fellow creatures, is to be made much of, and the public are only too willing to conciliate him and bid for his favour.

It is not necessary to say more to show that there are men to whom an investment in bank stock at £200 per cent. above par, may be a profitable investment, but I cannot think that it is so to the spinster, widow, clergyman, or country gentleman.

In approaching the question of unlimited liability, it is difficult to speak of it without on the one hand appearing to ignore its great importance, or on the other appearing as an alarmist.

Our greatest joint stock banks are institutions in which every shareholder incurs what is called "unlimited" liability, but how few of the persons who invest in their stocks or shares realize what this means. As between them and the banks' creditors there is no question of their comparative interests in the partnership. They are partners subject to all the liabilities of partnership. Whether the partnership be one consisting of two persons or two thousand, the liability is immediate and only bounded by the amount of the assets of each partner. "Unlimited" liability is a formidable question even to discuss, and one that I fear is but little understood at present, but I trust I have said enough to convince you that to buy £100 of stock in an "unlimited" bank at a price which only pays £6 per cent. on the investment is a bad speculation, and one not to be made by any prudent man.

I have only touched as yet on the question of unlimited liability in so far as it affects the individual shareholders, but it seems to me also to require consideration from the point of view of the aggregate body of shareholders and the public; and when we remember that about one hundred and thirty millions sterling, or about one half the total "deposits" with public banking companies in the United Kingdom, are in the hands of the "unlimited" banking companies, it will be apparent that this question is one of vast importance to the community at large.

There are, as it seems to me, dangers to which unlimited banks are peculiarly liable. Directors and managers are but human, and wielding the powers incident to (what is for all practical purposes) the "unlimited credit" incident to the "unlimited liability" of a large constituency, they are only too apt in prosperous times to presume upon this credit, and launch out into a business unduly inflated, having regard to their actual paid-up capital. On the other hand, in bad times, when by losses off repeated the subscribed capital has been encroached upon, the very magnitude of their transactions, and the terrible nature of the liability of the shareholders, prevent the directors from facing an ascertained loss, which the directors of a smaller company, or one with only "limited" liability can realize and face with comparative equanimity, and in time to save their honour. In such a bad case the directors of the unlimited company are tempted, with a terrible temptation to which they too often yield, to launch out into a series of desperate speculations, and sometimes even worse expedients, in the vain hope of thus exorcising the terrible demon who has lured them on in the guise of "unlimited credit," but who now for the first time appears in his true and ghastly colours as "unlimited liability."

Many unfamiliar with this terrible subject will say that we should leave great national disasters, such as the failure of the City of Glasgow Bank, to work their own remedy, and should not interfere with the trade of the country by paternal legislation; but no one whose painful duty it has been to enforce even limited liability can bear to contemplate the distress caused by such a calamity, without exercising every faculty with which he is gifted to devise a means of preventing its recurrence. It has been said, and only too truly, that men who invest in unlimited companies do not realize what they are doing, and this being the case, I would urge that the average investor is as much entitled to protection against himself as are factory hands, sailors, or any other class of persons who have already been taken under the care of the Legislature. I therefore advocate the abolition for the future of a liability incapable of being fully realized by investors, and of incidental rights incapable of being enforced without inflicting a degree of misery which I conceive to be out of all measure great, in comparison with the benefits derived by the nation at large from the continuance of such liability.

I would suggest that unlimited liability should be abolished. If this can be done at the instance and by the united action of the unlimited companies, so much the better. If this is too much to expect (as I feel it is) then let it be done by action of the Legislature initiated from without. Doubtless many will ask what is the substitute suggested for unlimited liability. This opens a wide question as to what is the true form for joint stock banking enterprise to take. Limited liability, pure and simple, I do not advocate. This form of company seems to me only a form of licensed gambling. Men subscribe so much capital to a common fund, and knowing that this is the end of their liability, the temptation is often too great to squander the money recklessly in the hopes of profit, with the certainty of no further loss in the event of failure. I should advocate a constitution which imposed on the shareholders a liability which could not be enforced, or rendered available in any way by the directors, whilst the company was a going concern, but which should only be available to the creditors in the event of the company going into liquidation. Whether this liability should be once, twice, or three times the amount of the capital placed within the power of the directors whilst the company is a going concern, is a matter I cannot pretend, in the limits imposed on me on the present occasion, to discuss. I would only suggest that it be small enough to be comprehended, and clearly taken account of by the average investor, and large enough to give the confidence necessary to facilitate a healthy trading credit. The exact limit I must leave to wiser heads than mine. This form of company is contemplated by the Companies Act of 1862, but never seems to have met with much favour, owing possibly to the use in the Act of the word "guaranteed" in connection with it. Guarantees have always been difficult matters to deal with, as is well known to all commercial men and lawyers; but a liability of the nature indicated could be without difficulty provided, which should be readily en-

forceable and free from all the questions usually attaching to "guarantees" properly so called. It already exists in some of our chartered companies, and those not the least healthy at the present day. The unlimited companies will doubtless be unwilling to surrender their fancied advantages in attracting large deposits, but these may be too dearly bought, and I would ask them to consider the great risks they run from their being naturally the most ready victims of a system of over-trading, and of hungry stock exchange speculation.

In the course of the discussion on the paper, Mr. Joseph Addison did not think it necessary to discuss the question of unlimited liability. No unlimited bank had been founded in England during the last twenty years, and it was not probable that any unlimited bank would hereafter be founded. The shareholders in the existing unlimited banks, whose eyes had been now sadly opened, should combine to obtain an Act of Parliament altering their status; and if they would not take that trouble, they could not expect help from outside. With regard to bank management, he did not believe in a Government audit. No Government auditor had been called in in the case of railway, insurance, or other companies; and if once we threw upon the Government the onus of looking into the affairs of banks, they would be compelled to look after other trading concerns, and would be blamed when any went wrong. The Treasury had, in fact, already discarded the idea of interfering with banks, for in the case of chartered banks, when recently reviewing the charters, Government took care to exclude previous provisions which had given some rights of supervision. The character of the business in which different banks engage is as varied as commerce itself. An officer of extraordinary genius would be wanted to comprehend their business. It was better to leave them to manage their own affairs. He would give the fullest possible publicity to their affairs in their balance-sheets, both to their shareholders and creditors; but this must be cautiously done, for too much publicity would hamper joint stock banks in their competition with private banks. The actual management must be left to the officers and directors. In the case of railway companies experts had been called in, and framed a full and accurate model account, in which shape all accounts were now submitted every half-year, and it was difficult to keep back anything from the shareholders. With regard to banks, he would suggest that bankers and other competent persons should be asked to advise how a full detailed balance-sheet might be framed, and when framed, banks should be required to adopt it. He could only throw out, by way of suggestion, that as regards liabilities, money on current account, money on deposit at calls, or on notice, and other engagements, should be separately stated; that, with regard to profits, the actual trading profits of the half-year should be separated from all other moneys, and the sources of other sums carried to the credit of profit and loss account be clearly shown. With regard to assets, he would suggest the subdivision of bills discounted from loans and over-drafts, and that the nature of the securities be shown separately, such as produce, stocks, land, &c., and the unsecured amounts be also separated; and he would suggest that the two senior directors in rotation should certify that they were personally acquainted with the bank's transactions, and had during the past half-year satisfied themselves of the value of the assets and securities, and that they were taken at a fair value, at market prices where possible. He would also, in the case of banks with branches, suggest that the directors should certify that they had visited all the branches during the half-year, and inspected and were satisfied with the accounts and securities. If, further, an auditor were appointed really, not nominally, by the shareholders, to check such accounts, he thought it would remedy some of the defects alluded to in the paper.

A fire, which resulted in damage to buildings to the extent of about £500, and the destruction of the library of Scott's Law Debating Society, occurred in the Edinburgh University Buildings, on Tuesday.

The statue in memory of the late Chief Justice Whitehead, which his countrymen have commissioned Mr. Woolner to execute, is progressing satisfactorily towards completion at the sculptor's studio in Welbeck-street.

THE BANKRUPTCY BILL.

On Monday evening in the House of Lords, on the motion for the second reading of this Bill, Lord Hatherley expressed a hope that the measure would pass with all due speed consistent with its careful consideration from that to the other House of Parliament, where there were so many who took a deep interest in the subject. To the necessity for legislation with respect to it, the memorial which had been presented to his noble and learned friend on the woolsack from men of the highest eminence in the city of London bore testimony; but it was important that the views which they put forward should not be allowed to go without examination. A committee which had been appointed by his noble and learned friend to inquire into the operation of the Act of 1869, and of which the controller in bankruptcy in England was a member, had reported that the want of activity among the creditors of an estate was one of the great reasons why fresh legislation was required. The committee, however, went on to state that from the information which had been laid before them it would appear that the working of the Act was not in many cases unsatisfactory. Again, the controller in bankruptcy in Scotland said that, in his opinion, the failure of the Act of 1869 was due principally to the fact that the creditors did not take proper charge of the estates of their debtors, while it was stated in the memorial of the bankers that the objection which they entertained to the existing law was that it afforded undue facilities to insolvent debtors for withdrawing their estates from the control of their creditors, and that its provisions were rendered absolutely nugatory owing to its having left to those who had already incurred losses the investigation of a bankrupt's affairs. There were, no doubt, reasons why that should be so, because very frequently those who had lost money did not like to throw good money after bad, and were averse from being mixed up in bankruptcy matters at all, even although by exhibiting some activity they might hope to secure a better dividend. The latter was a reason which operated, he believed, very powerfully. In the year before the Bankruptcy Act of 1869 was passed there were upwards of 15,000 applications connected with bankruptcy, and about 10,000 adjudications in bankruptcy. At that time the law allowed a trader to present a petition to have himself adjudicated a bankrupt, and in 1868 there were, in round numbers, 7,500 petitions presented by the debtor himself. Of the 10,000 proceedings in bankruptcy, 7,346 paid no dividend whatever. The consequence of allowing the debtor to present a petition in his own bankruptcy was great fraud upon the part of debtors, who could choose their own trustee and their own attorney. In the year after the passing of the Act of 1869 the applications in bankruptcy, instead of being 15,000, came down at once to 5,000 odd. In 1875 the number of applications was 7,800; in 1878 they amounted to 9,600; but, of course, the increase in the number was partly owing to the depression of trade. With regard to criminal jurisdiction, he understood the new judge would be one of the ordinary judges of the land, and in that case, no doubt, he could try offences of this kind. Connected with criminal jurisdiction there was the question of whether or not there should be a public prosecutor; but, until that was done, he supposed the public must prosecute for themselves. He should be glad to see this Bill passed into law, for he believed it would improve the existing state of affairs.

Lord SELBORNE said people were beginning almost to despair of the whole subject of bankruptcy, but this was not so much due to the law as to the feeling among creditors themselves. He objected, so far as this Bill was concerned, to the power given a debtor to make a bankrupt of himself. He also objected to the change which it was proposed to make in the order of discharge. At present the Act required that before a debtor was entitled to his discharge he must have paid a dividend of 10s. in the pound, or obtained a resolution of the creditors giving the discharge. The present Bill, he believed, would make a retrogressive change, for it would allow a debtor to obtain his discharge without paying any dividend whatever, or without any claim being secured on property afterwards acquired by the debtor.

The Earl of Powis complained that even under this Bill proxies would be allowed.

The LORD CHANCELLOR said, having been allowed on a former occasion to give a very full explanation of the provisions of this Bill, he should be inexcusable now if he did

more than trouble their lordships with a few sentences. He need hardly reply to all the points raised by his noble friend (Lord Hatherley), because he quite agreed with a great deal that he said. There was no doubt whatever that there was no system of bankruptcy which could be introduced, which, if the creditors did not watch over their interests, could work properly. He also agreed that a great deal of the evil of the present system had arisen from the indifference and supineness of the creditors themselves, and the impossibility of getting them to look after their own interests. They must look at things as they were, and, while they very much regretted that such was the case, they must, as far as possible, see that such changes in legislation were made as the experience of those engaged in the administration of the law had discovered to be necessary. He must first say a word about proxies. It was quite true that proxies were not abolished by the Bill. They must be necessary in many cases; in fact, it was almost impossible to abolish them. The object of the provisions of this Bill was to remove the difficulties found, by experience, to be connected with proxies. There was a provision with regard to the refusal of the remuneration of the trustees. There were various things which it would be necessary to do in reference to the use of proxies, but he thought it would be better to allow them to be made the subject of "rules" from time to time as experience might suggest, than to put them in the rigid form of an Act of Parliament. It was, therefore, proposed by a clause in the Bill to enable the Chief Judge to make such rules as might be found advisable. His noble and learned friends who had spoken first and second in the conversation seemed to object to the power which it was proposed to be given to debtors to make themselves bankrupt on finding that they could not meet their liabilities. But had his noble and learned friends considered this point very fully? As the law at present stood, a trader who found himself in difficulties might do one of two things. He might either go on trading and by losing further money from day to day diminish the sum to be divided among his creditors when one of them had procured an adjudication in bankruptcy, or he might go to some distant place of his own choosing, and, after trading there for a week, file a petition for liquidation, which could be supported by a few friendly creditors, also of his own choosing, and so the general body of his creditors would suffer. It was, therefore, proposed to enable men who found themselves in difficulty to display their state of affairs to the court, and so to obtain an adjudication under which their estates would be administered under the supervision and for the benefit of their creditors. He could not help thinking it infinitely worse that a bankrupt should be able to choose his own liquidation court than that he should be debarred from the power of making himself bankrupt. With regard to orders of discharge under bankruptcy, it had been the rule up to the present that a bankrupt should not get his discharge until he had paid 10s. in the pound or obtained a resolution from a certain proportion of his creditors to the effect that he was to be discharged without having made such payment. Under the present Bill it was proposed to modify this system, and to leave it ultimately for the court, and not for the creditors, to say whether the discharge should issue. This was thought to be an improvement on the present system, for the reason mainly that there would always be an appeal against the decision of a judge.

The *Irish Law Times* says that Mr. Sergeant Robinson takes the place of Mr. Justice Barry as judge on the North-East Circuit, Mr. Justice Barry being detained in London in connection with his duties as a commissioner for the codification of the criminal law.

The *Morning Post* says that a curious case has just come before the Bourges law courts. The *Patriote de la Nièvre* published an article accusing a curé named C— of forcing his flock to buy wax candles. Thereupon all the curés in the department whose names commence with C, and who are fifty in number, brought a joint action for libel against the journal. The case came on for hearing on Friday, when the advocate for the defence stated that he was ready to give the name of the priest alluded to and to prove the fact charged against him. The court admitted this course of procedure, and postponed the case for a week for the production of the necessary evidence.

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Obituary.

MR. RICHARD DAVID WILLIAMS.

Mr. Richard David Williams, solicitor, of Carnarvon, died on the 25th ult., after a long illness. Mr. Williams was admitted a solicitor in 1843, and had practised for thirty-five years in the town of Carnarvon, having been for several years in partnership with the late Alderman Hugh Jones. Mr. Williams was for many years connected with the corporation of Carnarvon, and served the office of mayor of the borough for the year 1853-4. He was a perpetual commissioner for Carnarvonshire, and had been registrar of the Carnarvon County Court (Circuit No. 29) ever since the passing of the first County Courts Act. His politics were Liberal, and he rendered valuable services to his party in many contests. He was chief Liberal agent for Carnarvonshire. For several years he rendered valuable public service as chairman of the Carnarvon Board of Guardians. Mr. Williams leaves a widow and one son. He was buried on the 27th ult. at Llanbelling Church.

MR. WILLIAM ROBERTS.

Mr. William Roberts, solicitor, late of Rochdale and Heywood, died at his residence, Heywood Hall, Lancashire, on the 18th ult. Mr. Roberts was born in 1812, and was admitted a solicitor in 1833, and soon afterwards commenced to practise at Rochdale in partnership with the late Mr. Richard Shuttleworth and Mr. John Holgate. He was formerly clerk to the Rochdale Board of Guardians, and superintendent registrar for the district, and his firm were solicitors and joint clerks to the Rochdale Gas Company and the Rochdale Waterworks Company. Mr. Roberts had formerly another office at Manchester, and one recently at Heywood. He was recently in partnership with his son, Mr. Charles James Roberts, who is now secretary to the Rochdale Chamber of Commerce, clerk to the Milnrow Local Board, and registrar of the Saddleworth County Court. Mr. Roberts was a perpetual commissioner for Lancashire, and had been for several years poor law auditor for the important districts of South Lancashire and Cheshire. He retired from practice a few years ago, and had since devoted all his time to his duties as auditor.

MR. CHARLES ROGERS.

Mr. Charles Rogers, solicitor, of 7, Westminster-chambers, Victoria-street, died at his residence, 55, Acre-lane, West Brixton, on the 12th ult. Mr. Rogers was the son of Mr. James Rogers, solicitor, and was born in 1804. He was admitted a solicitor in 1832, and practised for several years at 22, Manchester-buildings, in partnership with his father, and afterwards with the late Mr. John Warrington Rogers, and with Mr. James Charles Frampton Warrington Rogers, the present clerk to the Licensing Magistrates for the division of St. Margaret's, Westminster. More recently he was associated with his son, Mr. George Russell Rogers, who was admitted a solicitor in 1870, and is clerk to the St. Margaret's and St. John's Burial Board. Mr. Rogers was for several years vestry clerk of the parish of St. Margaret, Westminster, and he was thoroughly versed in poor-law and parochial law, having acted as solicitor for several of the local authorities in the West of London. He was a commissioner for oaths in the Supreme Court of Judicature, and a perpetual commissioner for Middlesex, London, and Westminster, and he had a large private business.

Appointments, &c.

Mr. JOHN FREDERICK ADAMS, of Heywood, has been appointed Auditor for the South Lancashire and Cheshire Poor Law District, in the place of Mr. William Roberts, deceased.

Mr. HENRY CLARK, solicitor, of Trowbridge, has been elected clerk to the Trowbridge District Highway Board. Mr. Clark was admitted a solicitor in 1852, and is in partnership with Mr. Charles Atkins Collins. His firm are joint clerks to the Justices for the Trowbridge Division, and solicitors to the Trowbridge Water Company, and to the local Guardian Society, and to the Trowbridge Local Board.

Mr. FRANK FAITHFULL, of Winchester, has been elected Clerk to the Winchester Board of Guardians, also Clerk to Highway Board and Superintendent Registrar of Births, Marriages, and Deaths for the Winchester District, in the place of his father, the late Mr. Edward Williams Faithfull.

Mr. HENRY MARTIN GREEN, solicitor (of the firm of Longcroft & Green), of Havant, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. EDWARD PIERCY HENDERSON, barrister, has been appointed Government Advocate at Lahore. Mr. Henderson was called to the bar at Lincoln's-inn in Trinity Term, 1871. He has been a member of the Bengal Civil Service since 1871, and has been for some time Assistant Commissioner at Peshawur.

Mr. HENRY FREDERICK POLLOCK, solicitor, of 4, Great Winchester-street, has been appointed a Commissioner in England for taking the Acknowledgments by Married Women of Deeds to be executed by them in respect of property in British India.

The Hon. CHARLES ARTHUR TURNER, one of the judges of the High Court at Allahabad, has been appointed Chief Justice of the Madras Presidency, in the place of Sir Walter Morgan, resigned. The new Chief Justice was formerly a fellow of Exeter College, Oxford, where he graduated second class in classics in 1856. He was called to the bar at Lincoln's-inn in Easter Term, 1858, and practised for several years on the Western Circuit. He was appointed a puisne judge at Allahabad in 1866, and has acted as Chief Justice of the North-West Provinces. He was created a Companion of the Order of the Indian Empire in 1877.

Sir DAVID WEDDERBURN, Baronet, who has been elected M.P. for the Haddington Boroughs, is the son of the late Sir John Wedderburn. He was born in 1835, and succeeded his father in the baronetcy in 1862. He was educated at the University of Edinburgh and at Trinity College, Cambridge, where he graduated as a senior optime in 1858, and he was called to the bar in Scotland in 1861. Sir D. Wedderburn was M.P. for South Ayrshire from 1860 to 1874, when he was an unsuccessful candidate.

Mr. ARTHUR WILLIAMS, solicitor (of the firm of Hunt & Williams), of Nottingham, has been elected Clerk to the Guardians of the Birmingham Union. Mr. Williams was admitted a solicitor in 1869, and is honorary secretary to the Nottingham Incorporated Law Society. His partner, Mr. Henry Edward Hunt, is clerk to the Nottingham Freemen's Committee.

Mr. CHARLES EUSTACE WILSON, solicitor, of 65, Basinghall-street and Plaistow, has been elected Clerk and Solicitor to the East Ham Local Board. Mr. Wilson was admitted in 1868, and is vestry clerk of the parish of St. Mary-the-Virgin, Aldermanbury, London.

As a rule, says the *Times*, during the vacancy of a see, it is administered by the archbishop of the province, though all episcopal patronage goes to the Crown. The Dean and Chapter of Durham (like the Dean and Chapter of Salisbury in the southern province) claim exemption from this rule, and have issued a commission constituting surrogates and other officials, Bishop Baring being one. It is understood that the Archbishop of York contests their right; but the chapter rely on a decision in their favour when one of his Grace's predecessors raised the point more than 200 years ago.

On one occasion, says the *Western Jurist*, Leslie Coombs, of Kentucky, came into court, and said: "May it please your Honour, I hold in my hand my Lord Coke upon Littleton, and if there be any work upon the law which I flatter myself I understand, it is this." "What is that, Leslie?" said the judge, leaning forward, and removing his spectacles. "I was about to read, if your Honour please," said Leslie, "from my Lord Coke upon Littleton, a book which I flatter myself I thoroughly understand." "I'll be hanged if you don't flatter yourself, Leslie," said the judge, settling back into his chair.

Legal News.

Vice-Chancellor Hall rose on Thursday for a week.

Apocryph of the verdict in the celebrated *Thistleton* case at Los Angeles, says an American journal, which cleared the defendant of libel, while the jury signed a paper declaring the prosecutor pure and free from the charge in the libel, we are reminded of a trial that took place in Justice Wilson's Court at San Diego. A man accused of stealing sheep was on trial. After the evidence was all in, the jury retired, and, as in the *Thistleton* case, stood eleven for acquittal and one for guilty. Finally the twelfth man agreed to join the others provided they would sign a verdict as follows:—"We, the jury, find the defendant not guilty, but request that he return the sheep."

In a case in the St. Louis Circuit Court, says the *Central Law Journal*, defendant's counsel assailed the amended petition of plaintiff as "without backbone or bowels," and the court sustaining the objection, plaintiff took a non-suit before the case reached the jury. Plaintiff's attorney then prayed the court to set aside the non-suit and grant a new trial thus pathetically: "The court retired in permitting one of the counsel for the defence to grossly abuse and stigmatize plaintiff's pleadings in the presence of the jury, the court having good reason to believe the motive which influenced counsel so to do was for the purpose of holding plaintiff's attorney up before the jury in a ridiculous light, thereby scandalizing the proceedings and arousing the resentment of the one attacked, and diverting his mind and attention from a proper consideration of the trial."

At the meeting of the Association of Chambers of Commerce on Tuesday, Mr. Sampson Lloyd, the president, referred to the Government Bankruptcy Bill. Hitherto, he said, it had not been a very hardy annual. He believed, however, the Government were in earnest in trying to pass their own Bill. Whether they would succeed in doing so he could not say. The Association's Bill, they knew, was down for a second reading in about a week; but whether it would be read a second time depended on the permission which the Government might give, because he believed there was a considerable number of the members of the House of Commons who did not take a very deep interest in the question, and without the consent of the Government it would be impossible to get a second reading. He was bound to say that the Attorney-General last year was very candid towards their Bill. The amendment of the Act of 1869 by such a short Bill as that they had drafted he thought was very preferable in every point of view to one which swept away all the legal decisions which had been arrived at with so much cost in the Bill of 1869. He himself intended to do all he could to push the Bill, but it was more for them to consider that day whether it would not be wise to use their utmost efforts to make the best of the Government Bill, because that was more likely to pass, by endeavouring to get such amendments upon it as they could. Notwithstanding the representations made on more than one occasion, he failed to trace in the Government Bill any one of the suggestions the association had made.

The *Scotsman* understands that up to date the appeals taken to the House of Lords against decisions of the First Division of the Court of Session in connection with the City of Glasgow Bank liquidation are as follows:—(1) *William Muir and others*—the trustee test case; (2) *Nelson Mitchell* (the stockbroking case), in which it was claimed that the petitioner should get off the list of contributories on the ground that he had sold his shares before the resolution to wind up had been passed, though the directors refused to register the transfer; (3) *Alexander Mitchell*, which raised the point as to whether a trustee who resigned his office after the stoppage of the bank but prior to the passing of the winding-up order, has a right to get off the register; (4) *A. B. Rutherford and others*, in which a similar question was raised; (5) *Hugh Tennant*, who sought to have his name taken off the register on the ground that he had been induced by fraudulent representations on the part of the directors to purchase his shares; (6) *John Bell and others*, in which the point raised was the denial of authority and the effect of assumption; (7) *John Buchan*; and (8) *Allen Ker*, both of whom also pleaded want of authority for the registration. These cases were all decided in favour of the liquidators, and have been appealed by the other

parties. On the other hand, the liquidators appeal two cases which were decided against them—viz. (1) *J. H. A. Macdonald and others*; and (2) *James Mackenzie*, in both of which it was held that no effect could be given to a transfer which, though executed before the stoppage of the bank, had not been entered in the official register till after that event. The first of these appeals will be heard in the House of Lords on the 17th of March next.

CHARGE OF FORGERY AGAINST A SOLICITOR'S CLERK.

At the Birmingham Police Court on Tuesday, before Messrs. T. C. S. Kynersey (stipendiary) and A. Hill, Frederick Telford, described as a solicitor's clerk, of Angelina-street, was charged with "forging and uttering the signature of Samuel Goodbehre, solicitor, of 11, Temple-row, to several documents relating to proceedings in the Birmingham County Court.

Jesse Herbert appeared for the prosecution, and had Cheston, for the prisoner.

Herbert said the prisoner was charged with having forged the name of Mr. Goodbehre to certain documents relating to the proceedings of a debtor named Scott, which were filed by the prisoner in the Birmingham County Court. He was also charged with having uttered these documents knowing them to be forged. On the 12th of February the prisoner went to Mr. Goodbehre, and told him that the debtor Scott was his wife's brother, and that he was a poor man, and asked him if he would attest the debtor's signature of the petition and swear him to the affidavit verifying the petition. Mr. Goodbehre having sent the debtor out of the room, told the prisoner that he was not a solicitor accustomed to bankruptcy proceedings, and that he should decline altogether to be solicitor for the debtor, but as a commissioner to administer oaths he consented to attest the signature of the petitioner and swear the debtor to the affidavit verifying the petition. That was done, and the two signatures of Mr. Goodbehre—one to the signature of John Joseph Scott, and the other to the affidavit verifying the petition—were affixed to the document. The affidavit signed by Mr. Goodbehre was signed by him as a commissioner to administer oaths. Then followed a certificate, stating what would be the most convenient time for a meeting of the creditors to be held, and this was signed by the name of Mr. Goodbehre, as solicitor in the matter of the petition. Mr. Goodbehre would say that that signature was a forgery. He gave no instructions for the signature to be used, and did not place it there himself. The prisoner paid Mr. Goodbehre for the oath and the exhibit, but the attestation Mr. Goodbehre did not charge for. Telford then went with Scott to the county court, where the stamps were cancelled in the usual way, and the prisoner was sent to Mr. Cole, one of the registrars of the court, and in ordinary course filed the proceedings. The name of Mr. Goodbehre, as solicitor in the matter of the petition, was no doubt a good imitation of his signature, and would deceive any person whose attention was casually drawn to it. But, looked at specially, it could be seen that it was not Mr. Goodbehre's signature. Mr. Goodbehre would say positively that it was not. An application was made for the appointment of a receiver to the estate, and this was signed in the name of Samuel Goodbehre, solicitor. Mr. Goodbehre would say that that also was a forgery; he did not write it himself or give any authority for it to be written. The prisoner also presented an application to the high bailiff of the county court to restrain further proceedings upon an undertaking which was given, the undertaking being in the name of Samuel Goodbehre, and by this means Telford was represented to have been appointed receiver. Mr. Goodbehre would say that his signature in this case also had been forged. This was a serious matter, not only to Mr. Goodbehre, but to the Court of Bankruptcy, and there could be no doubt that, if Telford did not actually write the name of Mr. Goodbehre, he knew it was a forged signature when he uttered it.

Thomas William Moorcroft, bankruptcy clerk at the Birmingham County Court, produced the file of proceedings in the matter of John Joseph Scott, in liquidation. He said that they were brought to the office by the prisoner on the 12th of February, and he sent the papers to Mr. Cole, the registrar. The documents purported to be signed by Samuel Goodbehre, as solicitor to the debtor.

Mr. John Cole, one of the registrars of the Birmingham

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County Court, deposed that the prisoner brought the papers now produced to the court on the 12th of February.

Samuel Goodbehare, solicitor, Temple-row, stated that he was a commissioner to administer oaths. The prisoner Telford went to his office frequently with affidavits to be sworn. On the 12th of February prisoner called at his office, accompanied by the debtor Scott, and asked him to attest a petition in liquidation on behalf of Scott. Witness replied that he did not practise in liquidation proceedings, and asked him what he wanted him to do. Prisoner replied that Scott was his wife's brother; that he was a poor man, and that he (the prisoner) had agreed to prepare the papers for him in his liquidation proceedings, and that he intended presenting the petition in person. Witness then said, "Under the circumstances, I have no objection to attest the petition; but it must be distinctly understood that I am not to appear as the debtor's solicitor in any way." The prisoner assented to this arrangement and witness then attested the petition and administered the oath to Scott. He agreed to administer the oath for 2s. 6d., and he made no charge for the attestation. He did not give the slightest authority to the prisoner to use his name. On the following day, in consequence of what he had heard, he stopped the prisoner on the stairs leading to the county court, and said, "I am very much surprised that you should have made use of my name in the way you have done." The prisoner replied shortly, "You authorized me." Witness said, "Nonsense, you know better than that; come with me and explain to Mr. Cole." Prisoner made no reply, but went away. On the 14th of February prisoner called at his house and said, "I think it only right and proper that I should come and apologise to you for what I have done, and I hope you will take no steps against me." Witness said, "I can't interfere with the matter, as it is in the hands of the court." Witness added, "I have no personal feeling against you." Witness further said that he was not acting as agent for the debtor, and he did not know that Telford was out of employment. He did not give the prisoner authority to carry out the proceedings in his name.

Cheson said he wanted to show that there was an implied authority to sign Mr. Goodbehare's name. There was an old motto that "familiarity breeds contempt." He would ask Mr. Goodbehare if he did not give the prisoner authority to sign his name in order to save his brother-in-law the costs? Witness again denied that he had given authority to use his name, and repeated that it was arranged that his name should not appear as solicitor in the matter.

Detective-sergeant Black deposed that he apprehended the prisoner in Angelina-street on the 17th ult., and charged him with forging the signature of Mr. Goodbehare to several documents relating to the bankruptcy of a man named Scott. The prisoner said he should make no answer thereto, and would see a solicitor first.

This concluded the case for the prosecution.

In defence Mr. Cheson called John Joseph Scott, formerly a milk dealer, of Balsall-heath, who said that he went to Mr. Goodbehare's office on the 12th ult., and was called into the room to sign his name to the petition. He afterwards went with the prisoner to the county court with the papers. He was not the brother-in-law, nor any relation of the prisoner. The prisoner offered to carry him through his liquidation for £8, and he had given him £10.

The prisoner was then committed to the assizes.

Cheson asked for bail, but the application was opposed by Mr. Herbert, and the stipendiary refused it, remarking that it appeared to be a case of deliberate fraud.

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V.C. MALINS.
Monday, March 10	Mr. Koe	Mr. Leach	Mr. Holdship
Tuesday	11 Clowes	Latham	Teeddale
Wednesday	12 Koe	Leach	Holdship
Thursday	13 Clowes	Latham	Teeddale
Friday	14 Koe	Leach	Holdship
Saturday	15 Clowes	Latham	Teeddale

	V. C. BACON.	V. C. HALL.	Mr. Justice Fry.
Monday, March 10	Mr. Milne	Mr. Pemberton	Mr. King
Tuesday	11 Merivale	Ward	Farrer
Wednesday	12 Milne	Pemberton	King
Thursday	13 Merivale	Ward	Farrer
Friday	14 Milne	Pemberton	King
Saturday	15 Merivale	Ward	Farrer

HIGH COURT OF JUSTICE.

COMMON PLEAS DIVISION.

The following statement has been issued as to the sittings in this division:—

"The following arrangements, subject to any alterations which may become necessary, have been made by the judges of the Common Pleas Division for their sittings from Monday, the 3rd of March, up to the Easter Vacation:—

"Throughout this period one of the judges of this division will sit at chambers, and on Fridays two judges if necessary.

"Friday, March 7, *banc* (two judges), one or two courts of *nisi prius*, as may be practicable; Saturday, March 8 (it is considered expedient that no final arrangements should be made at present for this and the following Saturday, as it is necessary that these days should be kept open for the Court of Criminal Appeal, for the disposal of cases reserved for further consideration, and for other purposes).

"Monday, March 10, *banc* (two judges), one court of *nisi prius* (on this date, and probably for several days following, the Lord Chief Justice will sit in the Court of Appeal); Tuesday, March 11, ditto; Wednesday, March 12, ditto; Thursday, March 13, ditto; Friday, March 14, ditto; Saturday, March 15, see note to March 8.

"Monday, March 17, *banc* (two judges), two courts of *nisi prius* at Guildhall; Tuesday, March 18, ditto; Wednesday, March 19, ditto; Thursday, March 20, ditto; Friday, March 21, ditto; Saturday, March 22, two courts for demurrers, two courts of *nisi prius* at Guildhall.

"Monday, March 24, two courts of *nisi prius* at Westminster, two courts of *nisi prius* at Guildhall (the case of the *Duke of Norfolk v. Arbutnot* will be taken by the Lord Chief Justice during this week); Tuesday, March 25, ditto; Wednesday, March 26, ditto; Thursday, March 27, ditto; Friday, March 28, ditto; Saturday, March 29, *banc* (two judges), two courts of *nisi prius* at Guildhall.

"Monday, March 31, *banc* (two judges), two courts of *nisi prius* at Guildhall; Tuesday, April 1, ditto; Wednesday, April 2, *banc* (two judges), and one court of *nisi prius* at Guildhall (on this and on one or more succeeding days one judge of this division will be required to sit at the Old Bailey); Thursday, April 3, ditto; Friday, April 4, *banc* (two judges), and one or two courts of *nisi prius* at Guildhall, as may be practicable; Saturday, April 5, two courts for demurrers, two courts of *nisi prius* at Guildhall.

"Monday, April 7, *banc*, or miscellaneous business, as may be required, two courts of *nisi prius* at Guildhall; Tuesday, April 8, ditto; Wednesday, April 9, ditto."

MIDDLESEX.—HILARY SITTING, 1879.

This list contains all actions entered in Queen's Bench, Common Pleas, and Exchequer Divisions, in which notice of trial has been given; and also all actions in the Chancery Division, in which notice has been given of trial before a judge and jury, from 13th January, 1879, up to and including 3rd March, 1879.

ADDITIONAL LIST OF ACTIONS FOR TRIAL.

Ex 548 Self (Southree) v London, Brighton and South Coast Ry Co (Norton, R and Co) SJ
Q B 549 Tweedie (A T and W R Tweedie) v Cattlin (Layton and J)
Q B 550 Pearce (Bowker, P B and C) v Cockburne (W P Moore)
Ex 551 Paris (W M Flegg) v Jackson (Gash and P)
C P 552 Walter (Peckham, M and P) v Jefferies (W E Preston)
Ex 553 Wassman (R Martin) v Culliford (Hollams, Son and C), commission
Ex 554 Same (Same) v General Iron Screw Collier Co, limit (Same), commission
Ex 555 Levy (H H Poole) v Stanton (Boulton and Co)
Q B 556 Pugh (S Camp) v Poole and ors (Dayle and P)
Ex 557 Schaeffer (J R Mac Arthur) v Rushbrook and anr (E G Wolsey)
C P 558 Natal and Sons (G M Wetherfield) v Thornbury (Pitman and L)
C P 559 Edgington (Same) v Williams (F Cotton)
Q B 560 The London and South-Western Bank (Vallance and V) v Wentworth (G E Smith) SJ
Q P 561 Notlage (Neish and H) v Lancaster (in person)
C P 562 Mitchell (J Hayward) v Judd (Tilley and S)

- Ex 563 Dewe (Stones, M and S) v Easdown (Shaw and T)
 Q B 564 Minter (A R Steele) v Pratt (Guillaume and Sons)
 Q B 565 Brown (Nash and F) v Bayman (F Bradley)
 C P 566 Ransom and Co (Markby, W and B) v Stephens (Stephens, D and T) SJ
 C P 567 Eversfield (Irwin and N) v Spence (Bolton and Co)
 Q B 568 Clarke (C Butcher) v Jennings (Aldridge, T and M)
 C P 569 Maire (Bircham and Co) v Wray (H Lewis)
 Ex 570 Bull (H Rumney) v Matthews (F J and G J Braikenridge)
 C P 571 Taylor (J Bowen May) v London, Brighton and South Coast Ry Co (Norton, R N and B) SJ
 Q B 572 Wallis (G Robins) v Childs (W H Orchard)
 Q B 573 Rodkin (Layton, S and L) v Maudsley (Garrard, J and Co)
 Ex 574 Sawyer (Same) v Griffiths (Fisch, Son and H)
 Q B 575 Marsden the younger (G W Marsden) v Haynes (Peckham, M and P; T H F Ford)
 C P 576 Burton (Todd and D) v The Manbré Saccharine Co, limd, and anr (Wontner and Sons) SJ
 C P 577 The Guardians of St Leonard, Shoreditch (Carey and Co) v Franklin (Ley and M) SJ
 Q B 578 Hamley (Longcroft and M) v Crump (Evans and E)
 Q B 579 Same (Same) v Same (Same)
 Ex 580 Tattershall (Singleton and T) v Bedford (Bellamy and S)
 Ex 581 Purdie (Kynaston and G) v Seagrims (W Rawlins)
 Ex 582 Lilley (Same) v Tattershall (Singleton and T)
 Q B 583 Weight (G Booth) v Adams (J Lott)
 C P 584 Ridpath (Cronin and R) v Stahl (W Rogers)
 Ex 585 Collingridge (H C Barker) v De la Rue and ors (Wilson, B and C) SJ
 C P 586 Mason (Simpson and P) v Stollard (J A and H E Farnfield) SJ
 Q B 587 Roekert and Wife (C B Claydon) v Powell (J C Button and Co)
 Ex 588 Commercial Guarantee Society, limd (J Pettengill) v Taylor (W Philp)
 Q B 589 Bell (Prockter and A) v Budd (H Eede)
 Ex 590 Fraser (R Davis) v Nowell (A G Ditton)
 C P 591 Hawthorn (Cookson, W and P) v Batters and ors (G J Batters; Preston and C; Willoughby and C), without jury
 C P 592 Stuckley and ors (W C Hall) v Fairchild (Doyle and Son)
 Q B 593 Budd (J Lott) v Harris (Watney, T and Co) SJ
 Ex 594 Holland (Withall and C) v Frampton and ors (F R Smith)
 Ex 595 The Mayor, &c, of Carlisle (E W and W B James) v The Lancaster and Carlisle Ry Co (R F Roberts), without jury
 Q B 596 Fromberg (Lewis and L) v London, Brighton and South Coast Ry Co (Norton, R N and B) SJ
 Q B 597 Lipman (Same) v Same (Same) SJ
 Q B 598 Lewis (Same) v Morris (Belfrage and M) SJ
 C P 599 Gask (J Bowen May) v St Claire (C M Stretton)
 Ex 600 George (G H Hall) v Cox (Doyle and Son)
 Ex 601 Rogers (Same) v Hollingham (Fyke, J and P)
 Ex 602 Walton (Pownall, Son, C and K) v Clifford (Layton, Son and L)
 C P 603 The Trustee of the Estate of E W Mornington (T Kipping) v Barnes (E Hughes)
 C P 604 Fowler and ors (Wilson, B and C) v Alison (Thompson and D) SJ
 Q B 605 Cochrane (J I Irving) v Yardley (M Scott and B), without jury
 Q B 606 Gilbert and anr (Milne, R and M) v Sabunje (F Brooks)
 C P 607 Ward (Tillyard and G) v Bird (Shepherd and Sons)
 Q B 608 Heinrich (J G Dalzell) v Behrens (A C Lewis)
 Ex 609 Spind (Lake, B and L) v Hobart (Blake and H) SJ
 Ex 610 Thane (A Drew) v Turner (Lee and P)
 Q B 611 Brown (A R Steele) v Alfrey (Routh, S and C)
 Q B 612 Roper and ors (Tufnell and S) v Roper (Dean and T)
 Q B 613 Brandon and anr (G S and H Brandon) v Bowles (Harrison, B and H)
 Q B 614 May (Abbott, J and Co) v Head and Wife and ors (G B Crook)
 Ex 615 Wackett (W Stuart) v Clark (E H Barlee)
 Ex 616 March (E Kennedy) v Spooner (W Medcalf)
 Ex 617 Smith and anr (Cann and Son) v Knott (T Durant)
 Ex 618 Farley (W A Greatorex) v Saunders (Chapple and Co)
 Q B 619 Wilday and anr (H Levy) v Smith and Co (Minet, S and Co)
 Ex 620 Gloucestershire Banking Co (Fallows and B) v James (Johnson and W)
 Ex 621 Same (Same) v Same (Same), 2nd action
 C P 622 Davis (S Scott) v De Burgh (Parkers)
 Q B 623 Goode and Co (J Andrews) v Norton and ors (E Lee)
 Ex 624 McGrath (Templin, T and J) v Fowke (R Martin)
 Ex 625 Slater (C Turner) v Wanklyn (R B Barrett)
 Q B 626 Neave (J P Mann) v Webb (Cobbold and W)
 Q B 627 Phillips (Saxton and Son) v Williams (W R Philp)
 Ex 628 Magnus (C Stretton) v Tomlin (A E Briant)
 C P 629 Farrer (H Sydney) v London Trainsways Co, limd (H C Gellray)
 C P 630 Catling (Howard and Co) v Ridley (Marriott and J)
 Q B 631 Bridges (Abbott and Co) v Weight (Carrist and Son)
 Ex 632 Sadler (Deane, C and Co) v Kington (Carr, B and Co)
 Ex 633 Torry (Chappell and G) v Westland (A Cox) SJ
 Ex 634 Thornton (R Hewlett) v Francis (J P Woulfe)
 Q B 635 Jones (F L Browne) v Bayley and anr (T M Cridge)
 C P 636 Mastin (T S Wills) v The London Steamboat Co (Newman, S and H)
 Q B 637 Downard (Gascotte, W and D) v Spooner (A Fleming) SJ
 Q B 638 Johnson (C Butcher) v Barber (G J and V Vanderpump)
 Ex 639 Spalding and anr (R Furber) v Donajowski and anr (Lumley and L; T A G Powell)
 Ex 640 Bryant and Wife (G B Howard) v The Great Northern Ry Co (Nelson, B and N) SJ
 Q B 641 Dolman (in person) v Gabrielli (Risale and B)
 Ex 642 Stierys (J J Tourle) v Keep (Tilley and Soames) SJ
 C P 643 Salmond (Lewis and Sons) v Short (Walter Jarvis and T)
 C P 644 Westley (F Taylor) v Verner, Bart (J Davis)
 Ex 645 Hart (T R Apps) v Lister (S S Seal), commission
 Ex 646 Jarvis (Lumley and L) v Ralph (Goldring and J)
 Ex 647 Chilvers (O W Oakes) v Cogswell and anr (P G Rashleigh; W Hicks)
 C P 648 Menute (W Hicks) v London and North Western Ry Co (R F Roberts)
 Ex 649 Duchesne and anr (Pritchard, E and Co) v Cooper and anr (Beaumont and W) SJ
 Ex 650 Vasey (Same) v Same (Same) SJ
 C P 651 The Tower Subway Co (J M Clabon) v Stevens and Son (J J Kelly)
 Q B 652 Bignell (C V Field) v London, Chatham and Dover Ry Co (J White)
 Q B 653 Barnes (W Farnfield) v Lee (Harrison, B and H)
 Q B 654 Barker and Co (Wordsworth and Co) v Grieves and Co (J Perry)
 Ex 655 Pontifex (Plunkett and Co) v Baker (W R Preston)
 Ex 656 Pitcher (Austen De Gex and H) v Dunk and anr (Hawley, W and Co)
 C P 657 Hewetson and anr (Shepherd and Son) v Welch (N Jourdain)
 C P 658 Coxall (W Hicks) v Bond (R Voss)
 Ex 659 Bussey (Routh, S and Co) v London and North-Western Railway Company (R F Roberts)
 QB 660 Hoare (F Heritage and Co) v Gt Britain Mutual Life Assurance Society (Prideaux and Son) SJ
 Ex 661 Stubbs (Yeo and Warner) v Ashton (Bennett, D and B) SJ
 QB 662 Walker (T F Allingham) v Fraser (Lewis and Lewis)
 Q B 663 Dumas (G S and H Brandon) v Wyld (J T Hazledine)
 Ex 664 London and Westminster Loan, &c, Co, limd (G J and P Vanderpump) v Bleach (E Hawkins)
 C P 665 Williams (Blewitt and T) v Barclay (Abbott and Co)
 C P 666 Mercier (B Hallett) v Annesley (Horn and M) SJ
 Q B 667 Bennett, trading, &c (H W M Wetherfield) v Bloomfield (G B Smith)
 C P 668 Wheeler (F S Goeling) v Drew (F Taylor)
 Q B 669 Lovegrove (W H Orchard) v Harverson (E H Parnell)
 Q B 670 Griffith (G S and H Brandon) v Bedborough (Stockton and Jupp), without jury
 Ex 671 Marshall (Hewitt and A) v Hendrickx (Goldberg and L)
 Q B 672 Hunter and ors, trustees, &c (A Peachey) v Smith (CWL Berkeley)
 Ex 673 Clunes (Pattison, W and Co) v Tennant (Gregory, R and Co)
 Ex 674 Clint (Same) v Crozier and Co (P A Crozier)
 Ex 675 Pearson (C Mossop) v Gardner (Field, R and Co)
 Q B 676 Greenway (Webster and G) v Ovey (Torr and Co)
 Ex 677 De Natoye (W Eley) v Goodacre (W Woodall)
 C P 678 James (W Honey) v Power (Chapman and T)
 Chy 679 Howat and Co (Lawrence, P and B) v Lyon and anr (H Badham) SJ
 Chy 680 Haymann (Same) v Same (Same) SJ
 Q B 681 Mellin (S S Seal) v Pedley (J Pedley)
 Q B 682 Bacon (C S Warrington) v Davey (T W Rogers)
 Q B 683 Sheppard (J G Dalzell) v Francis (Fadgate, S and P)
 Q B 684 Prescott (Bowker, P, B and C) v Samborne (Gedge, K and M) SJ
 C P 685 Kerr (Walker, W and B) v Campbell (Gush and Co) SJ
 Ex 686 Godwin (Jones, B and Son) v Hall (Gearo and Son), without jury
 Ex 687 Langston (R A Kelley) v Simpson (Tatham, O and N)
 Ex 688 Moeder (Sharpe, P and Co) v Phillips (G H Finch)
 C P 689 Palmer and anr (C Dudley) v Hovell and anr (Smith and Wood)
 Ex 690 Harper (E H Parnell) v North Metropolitan Tramway Company (H C Godfrey)
 C P 691 Thomas and Wife (J B May) v London and South Western Railway Company (H Hall)
 C P 692 Hammett (A S H Jones) v Rigg (Roberts and B)
 C P 693 Gubb (Noon and C) v London and North-Western Railway Company (R F Roberts)
 Ex 694 Bowden (C E Goldring) v Standard Iron and Steel Company, limd (Books and Co)
 C P 695 Spratley (G Thompson) v Best (Burne and Hunt) SJ
 Ex 696 O'Neill, trading, &c (T Edwards) v Clarke (E H Barlee)
 Ex 697 Valleria (J Profit) v Armit (Lumley and L)
 Q B 698 Whitehouse (Vallance and V) v Beamish (G S and H Brandon)
 Ex 699 Pennington and anr (F Lamb) v Wheeler and anr (Boys and R)
 Ex 700 Inman (Chester and Co) v Ruffell (Belfrage and M)
 Q B 701 Wortley (J H Hope) v Pain (W H B Pain)
 C P 702 Lowe (H T Chambers) v Hatridge (Hughes, H and Co)
 C P 703 Garman (Wright and Law) v May (H Morris)
 Q B 704 Junor (Nash and F) v Batchelor (N White)
 C P 705 Jones (J B May) v Campbell (T Norton)
 Q B 706 Baker (W Brower) v Carr and anr (in person)
 C P 707 Burr (R C Anwyll) v Emanuel (in person) SJ
 C P 708 Fagg and anr (Wills and Watte) v Stride (J J Rodgers)
 C P 709 McLeod (T S Wills) v National Provincial Bank of England and anr (Wilde, B, M and W)
 C P 710 White and Co (Same) v Parsons (W Russell)
 Q B 711 Barker and Co (Wordsworth, B H and P) v Beach and anr (H Tyrrell)
 C P 712 Errington (J Rexworthy) v Truefit (Lewis and L)
 Ex 713 Dubois and anr (W Maynard) v Murray (G J Jennings)
 Ex 714 Willsmer (Beaumont and W) v The Local Board for the District of Leyton (Wragg and E), before Sir H Hawkins SJ
 C P 715 Marshall and anr, trading, &c (H B Jones) v The Seaborough Laundry Washing Co, limd (E Doyle and Son)
 Q B 716 Warin (S S Seal) v Holmes (Ellis and C)
 C P 717 Humphreys (Markby, W and B) v Blyther and anr (H J and C Child) SJ
 C P 718 Bouchard (Willoughby and Cy) v Willmer (Reep, L and Co) SJ
 Ex 719 Hooper and Son (Sandon, K and K) v Porter (E Watkins)
 Ex 720 Southwell (J G Joyce) v Scott (J L Banks), without jury
 Ex 721 Clifton (J M Green) v Roy Bros (L Pass)

CP 723 Hurndall (R H Harris) v Young and anr (J M Green)
 CP 723 Benthall (G Thompson) Seagrim (W Rawlins)
 CP 724 Russell and anr (Taylor, H and T) v Nunn (Blake and W)
 CP 725 Hatfield and ors (Weed and W) v Chamberlaine (Plunkett and L)
 CP 726 Jackson and Wife (Wynne, B and B) v Heard (J Funston)
 CP 727 Joseph (H T Roberts) v Bellman (H W Mackreth)
 CP 728 Moore (Ford, L and B) v Bryant (C Butterfield)
 CP 729 Brandon and anr (in person) v Harrison and ors (in person)
 CP 730 Lock (C Mallam) v Cross (T White and Sons)
 CP 731 Hickmore (Chappell and G) v Colman (Shum, C and Co)
 CP 732 Solomon (in person) v Clay (J R Tindale), without jury
 CP 733 Owen (A S H Jones) v Fry (W G Payne)
 CP 734 Steele and ors (Stones, M and S) v The Vestry of St Leonard, Shoreditch (Mills, M and L) SJ
 CP 735 Jennings the elder (T S Wills) v Hamlyn (R F Hodgson)
 CP 736 Tudor and anr (H Tudor) v Durrant (Duffield and B)
 CP 737 Peters (A R Steele) v Elliott (Austen and De Gex)
 CP 738 Hadlow (Same) v Hadlow (Doyle and Sons)
 CP 739 Toovey (Withall and C) v Hobert (T Dutton)
 CP 740 Kelsey (F L Soames) v Stapleton (Hume, B and B) SJ
 CP 741 Chadleigh (E Lee) v Northern Credit Company, limd (Tillard and G)
 CP 742 Nash (Sandom, K and Co) v Climpson (L W Gregory)
 CP 743 Hawker and ors (Garrard, J and W) v Flight (T Cotton) SJ
 CP 744 Rodgers and Co (J W Hickin) v Carlyle (J Cotton)
 CP 745 Hyman (L Barnett) v Day (H W Christmas)
 CP 746 Dorking Grey Stone Lime Company, limd (J Edell) v Hack and ors (Saffery and Co)
 CP 747 Cowley (F Scott) v Booth (Rye and C)
 CP 748 Froud (Same) v Druce and anr (Mead and Son)
 CP 749 Hayes (Peckham, M and P) v Boulton (Billinghurst and W)
 CP 750 Lloyd (Wedlake and L) v Skoines and Co (W H Cannon)
 CP 751 Beasant (Lumley and L) v Bevan, Trading, &c (J A and H E Farnfield)
 CP 752 Willoughby Bros (Surr, G and B) v Commercial Steamship Company, limd (J Sheppard) SJ
 CP 753 Barnett (Plunkett and L) v Ellen (Austen, De Gex and H)
 CP 754 Thomas (Wilson, B and C) v Rosenthal and Co (Lewis and L) SJ
 CP 755 Truscott (Galmore and Co) v Diamond Rock Boring Co, limd (Norton, R N and B)
 CP 756 Priest (E W Owles) v Stephenson (Aeshurst, M, C and Co)
 CP 757 Evans (Keene and M) v Burgess (G H K and G A Fisher)
 CP 758 Gould (Lee and G) v Barclay (Abbott, J and A)
 CP 759 Maxwell (Linklater and Co) v Barnard (E Newman) SJ
 CP 760 Sheffield and anr (Dillon, W and W) v Bluck (Dixon, W and Co)
 CP 761 Coxon (R H Wilkins) v Wheatcroft (Paterson, S and B)
 CP 762 Mason (T R Apps) v Etheridge (Crowdy and Sons)
 CP 763 Vincent (W Bohm) v Hornby (W T Ricketts)
 CP 764 Villa (M Abrahams and R) v Saint Antoine (King and P)
 CP 765 Hill (G Walker) v Reynolds (S Tripp)
 CP 766 Henning and anr (Thompson and D) v Becker (Simpson and C)
 CP 767 Same (Same) v Mills (Same)
 CP 768 Same (Same) v Smerdon (J H Lamb)
 CP 769 Same (Same) v Dimmock (Same)
 CP 770 Cockett (Baker and N) v Topham (Beard and Son)
 CP 771 Woosnam (Austen, De Gex and H) v Plumb and anr (Digby and J)
 CP 772 Gask (J B May) v Nunn (Blake and W)
 CP 773 Brown and Co (T R Apps) v Cunningham (W Beck)
 CP 774 Tri (T Sampson) v O'Brien (G W L Berkeley)
 CP 775 Stroud and anr (Pearpoint and Co) v Vicary (Worthington and E)
 CP 776 The Mutual Society (Linklater and Co) v Lawrence (Stocken and J)
 CP 777 T Ashby and Co (S D Ashby) v Godbold and ors (Webster and G)
 CP 778 Watson (Lewis and L) v Tennant (Ellis, M and Co) SJ
 CP 779 Ottone (L Davis) v Joseph (J Joseph)
 CP 780 Green (F M White) Potter and Co (J S Licorish)
 CP 781 London and County Advance and Discount Co, limd (W H Podmore) v Sharpe (E Betteley)
 CP 782 Gannev, by next friend (J Robinson) v Halsey (G O Rutter), without jury
 CP 783 Vandenhoff (Singleton and T) v Barker (Lewis and L)
 CP 784 Dodd and anr (Withall and C) v Bingenmann and ors (Hicklin and W)
 CP 785 Box (Nicoll and S) v Hatfield and ors (Weed and W)
 CP 786 Sparling (J A Parry) v Rose (Farrar and C)
 CP 787 Kelly (G B B Norman) v Corbett (T R Apps)
 CP 788 Prochownick (H Wickens) v Benton (A T Hewitt)
 CP 789 Sherwood (B Gray) v Metropolitan District Ry Co (Baxter and Co)
 CP 790 Townsend (J S Cole) v Cavendish (Bailey, S and Co) SJ
 CP 791 Cunningham (Stoucham and L) v Mansel (Nelson, S and H) SJ
 CP 792 Harris (Young and T) v Lewis (Nicol, S and J)
 CP 793 Johnson (Kingsford, D and K) v Launing and wife (E Doyle and S)
 CP 794 Emanuel (W H Hudson) v Edwards (J G Stogden)
 CP 795 Churchill (J B Churchill) v Clark (Lumley and L)
 CP 796 Hamilton (J C Selby) v Rogers (Same)
 CP 797 Smith (York and B) v S F Ry Co (W R Stevens)
 CP 798 Robey (T W Rogers) v MacLaren (A Burn)
 CP 799 Harrap (Nixon and C) v N Met Train Co (H C Godfray)
 CP 800 Moorshead (J W Hicklin) v Francis and ors (Johnson and W)
 CP 801 Fitzgerald (J B May) v Copman and ors (J P May)
 CP 802 Hargrave (C J Cole) v Wilkins (J E Lickfield)
 CP 803 Taylor and ors (Paterson, S and B) v Blowers (Beaumont and B)
 CP 804 Shingleton (W E Duncan) v Nokes (S H Bhowen)
 CP 805 Stiles (Lewin and Co) v Dangell (Doveton, S and B)

CP 806 Martin (C Etherington) v Pascoe (Blake and S)
 Ex 807 Cutbush (Venn and W) v Rendall (T H Strangeways)
 CP 808 May and Hassell (B E Greenfield) v S E By Co (W R Stevens)
 Ex 809 Godfrey and wife (R F Austin) v L and S W Ry Co (M H Hall)
 Ex 810 The Braich Goch Slate Quarry Co, limd (Bolton, R and B) v Collings (Lewin, M and L) SJ
 CP 811 Batley and anr (R Wood) v Fairhead (W H Sturt)
 CP 812 Hudson (A Hicks and A) v Murrow and Holt (Keene and M)
 CP 813 Selkirk (R and E Bastard) v Watkins (Farnfield)
 CP 814 Whiting (C J Cole) v Briden (W H Orchard)
 Ex 815 Driver (Evans and E) v Wastell (C Butcher)
 CP 816 Le Touzel (J Pullen) v Roy and anr (in person) SJ
 Ex 817 Buckingham (G Hancock) v Isgate (Cordwell and T)
 CP 818 Fowke (S T Cooper) v Wells (in person) SJ
 CP 819 Hook (Lewis and Co) v London, Chatham, and Dover Ry Co (J White)
 CP 820 Reynolds and wife (Wild, B and B) v London and North-Western Ry Co (W F Roberts)
 Ex 821 Richardson (Willoughby and Cox) v Perkins (F Richardson and S)
 CP 822 Eyre (G L P Eyre and Co) v Ward (J J Peddell) SJ
 CP 823 Barrington (W Hicks) v Young and anr (Depree, A and Co)
 Ex 824 Apperly (H F A Davis) v London General Cab Co, limd (H Kimber and Co)
 CP 825 Watts (Dillon, Webb and W) v West Surrey Water Co (Wyatt, H and H) SJ
 CP 826 Rymill (T S Ashwin) v Kingsley (W Scadding) SJ
 Ex 827 Jay and ors (Burne and H) v Hives and anr (Darley and C)
 Ex 828 Page (Nicol and S) v Pike, trading, &c (E Kimber)
 CP 829 White (Peckham, M and P) v British Equitable Assurance Co (H Gover)
 CP 830 Jones (R and E Bastard) v Love and anr (G C Winckworth)
 Ex 831 Pratt (S N E Steinberg) v Harrison and Terram (Farnfield)
 Ex 832 Same (Same) v Morrison and Austin (T R Watson)
 Ex 833 Roads (W T Ricketts) v Tipping (J C Button and Co)
 CP 834 Thrupp (J J Cridland) v Kemeys-Tynte (Baker, F and U)
 Ex 835 Nightingall (W O Reader) v Rowlands (H Windybank)
 CP 836 Mason (N Jourdain) v Nicholson (Palmer, B and F) SJ
 CP 837 Fox (Kisch, Son and H) v Pretty and ors (R and A Russell)
 CP 838 Same (Same) v Same (Same), 2nd action
 CP 839 Key (L Lewis) v Gibson (W R Preston)
 Ex 840 Russell (W T Child) v London and South-Western Ry Co (M H Hall)
 Ex 841 Gibson (Fallows and B) v Morgan (Jones, B and Son)
 Ex 842 Heap (C Mossop) v Heskett (Lewis and L) SJ
 CP 843 Walton (Leathes and M) v Harrison (W Rawlins)
 CP 844 Tullock (J J Watts) v Bowerman (Collette and C) SJ
 CP 845 Baxter and ors (Baxter and Co) v Ashworth (Matthews and S), without jury
 CP 846 Thomas, trading, &c (Lucas and Coe) v Tennant (Darley and C)
 CP 847 Capital and Counties Bank (Nash and F) v Henty and Sons (Robinson, P and Co)
 CP 848 Verrall (Renshaw and R) v Cleaver (Tillard, G and H)
 Ex 849 Bass and ors (R H Wilkins) v Warner (Stevens and Co)
 CP 850 Martin (Poole and H) v Chapman (Beale, M and Co)
 CP 851 Claperède (M Webb and Son) v Davis and anr (J M Green)
 CP 852 Elkann (Same) v Elkington (G J Jennings)
 CP 853 Dowsett (Same) v King (Brook and C)
 CP 854 London and South-Western Bank, limd (J J Hubbard, Son and E) v Edwards and Son (Ingle, C and H; G E Kaye and Co)
 Ex 855 Hurley (W T Ricketts) v North Metropolitan Tramway Co (H C Godfray)
 CP 856 Stanham (Wild, B and B) v Walton and anr (Pitman and L)
 When actions are settled out of court the solicitors concerned are particularly requested to withdraw the pleadings, as great expense and uncertainty are occasioned to the litigants in other causes by the maintenance in the list of actions not intended for trial.

Legislation of the Week.

HOUSE OF LORDS.

FEB. 27.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Bann Navigation, Freiston Shore (Estuary of the Wash) Reclamation, Greenock Railway Guaranteed Company, Girvan and Portpatrick Junction Railway, Letterkenny Railway, and Norwich Union Fire Insurance Society.

FEB. 28.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Grand Junction Canal (Branch Canal to Slough), Neath and Brecon Railway, Christ Church, Newgate-street (London), Tithes, St. Bartholomew's Hospital, and Tring Poor's Land.

MARCH 3.—BILLS READ A SECOND TIME.

PRIVATE BILL.—Rathkeale and Newcastle Junction Railway.

BANKRUPTCY LAW AMENDMENT. DEBTORS ACT (1869) AMENDMENT.

MARCH 4.—BILLS READ A SECOND TIME.

PRIVATE BILL.—Monmouthshire Railway and Canal.

SUPREME COURT OF JUDICATURE ACT AMENDMENT (referred to select committee). COUNTY COURTS (referred to select committee). ASSIZES.

HOUSE OF COMMONS.

FEB. 27.—BILLS READ A SECOND TIME.

PRIVATE BILL.—Manchester Corporation Waterworks.
SUMMARY JURISDICTION (referred to select committee).

BILLS IN COMMITTEE.

ASSIZES (passed through committee). HABITUAL

DRUNKARDS (passed through committee).

FEB. 28.—BILLS READ A SECOND TIME.

VALUATION OF PROPERTY.

BILL IN COMMITTEE.

ANCIENT MONUMENTS.

BILL READ A THIRD TIME.

ASSIZES.

MARCH 3.—BILL READ A SECOND TIME.

OYSTER AND MUSSEL FISHERIES.

BILLS IN COMMITTEE.

BANKERS' BOOKS EVIDENCE (passed through Committee).

RACECOURSES (METROPOLIS).

MARCH 5.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Bridport Railway, Portsmouth Water,
and Rotherham Borough.

CONSOLIDATED FUND (No. 1).

SALE OF ENSUING WEEK.

March 12.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart,
at 2 p.m., freehold and leasehold properties (see advertise-
ment, this week, p. 4).

PUBLIC COMPANIES.

March 7, 1879.

GOVERNMENT FUNDS.

3 per Cent. Consols, 95½
Ditto for Account, Apr. 3, 95½
Do. 3 per Cent. Reduced, 95 x d
New 3 per Cent., 95 x d
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94
Annuitants, Jan. '80Annuitants, April, '88, 9½
Do. (Red Sea T.) Aug. 1868
Ex Billa, £1000, 2½ per Ct. 10 pm.
Ditto, £800, Do. 10 pm.
Ditto, £100 & £260, 10 pm.
Bank of England Stock, 261
Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

Ind. Stk., 5 per Cent., July, '60, 103
Ditto for Account, —
Ditto 4 per Cent., Oct. '88, 100½
Ditto, ditto, Certificates —
Ditto Enforced Pr., 4 per Cent.
2nd Ind. Pr., 5 per C., Jan. '73Inf. Pr. 5½ per Cent., May, 81
Ditto Debentures, 4 per Cent.,
April, '64
Do. Do. 5 per Cent., Aug. '73
Do. Bonds, 4 per Cent. £1000
Ditto, ditto, under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Price.
Stock Bristol and Exeter	100	—
Stock Caledonian	100	95½
Stock Glasgow and South-Western	100	99
Stock Great Eastern Ordinary Stock	100	51
Stock Great Northern	100	114 x d
Stock Do. A Stock	100	111 x d
Stock Great Southern and Western of Ireland	100	120
Stock Great Western—Original	100	94½
Stock Lancashire and Yorkshire	100	116½
Stock London, Brighton, and South Coast	100	121
Stock London, Chatham, and Dover	100	25½
Stock London and North-Western	100	139 x d
Stock London and South-Western	100	129½
Stock Manchester, Sheffield, and Lincoln	100	72
Stock Metropolitan	100	111½
Stock Do., District	100	60
Stock Midland	100	122½
Stock North British	100	83½
Stock North Eastern	100	121½
Stock North London	100	162
Stock North Staffordshire	100	60
Stock South Devon	100	70
Stock South-Eastern	100	124

* A receives no dividend as 6½ per cent. has been paid to B.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

EVANS.—Feb. 25, at Maldon, Essex, the wife of Arthur Evans,
solicitor, of a son.EVERINGTON.—Mar. 4, at Merton House, Dulwich-wood Park,
the wife of E. R. Everington, barrister-at-law, of a daughter.HAMLIN.—Feb. 21, at Lynton Villa, Brandenburgh-road, Gas-
nersbury, W., the wife of William Thomas Hamlin, of Staple-
inn, solicitor, of a daughter.

MARRIAGE.

BLAIR—CRAILSHAM.—Mar. 4, at Glasgow, Patrick Blair,
advocate, Inverness, to Lucy Caroline, daughter of the late
A. Crailsham.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, Feb. 28, 1879.

LIMITED IN CHANCERY.

Di among Fuel Company, Limited.—V.C. Malins has, by an order
dated Feb 19, appointed James Waddell, 11, Queen Victoria st, to be
official liquidator. Creditors are required, on or before March 8, to
send their names and addresses, and the particulars of their debts or
claims, to the above. Friday, April 25, at 12, is appointed for hear-
ing and adjudicating upon the debts and claims.Middlesex Brewery Company, Limited.—The M.R. has, by an order
dated Jan 21, appointed Frederick Forster Buffen, Wool Exchange,
Coleman st, to be official liquidator. Creditors are required, on or
before April 2, to send their names and addresses, and the particulars
of their debts or claims, to the above. Tuesday, April 8 at 12 is
appointed for hearing and adjudicating upon the debts and claims.
New Corns Quay Chemical and Coal Company, Limited.—Petition
for winding up, presented Feb 26, directed to be heard before V.C.
Jacon on March 8. Flinx and Leadbitter, Leadenhall st, solicitors for
the petitioner.Second Commercial Benefit Building Society.—Petition for winding
up, presented Feb 26, directed to be heard before the M.R. on March
8. Harper and Co, Rod lane, solicitors for the petitioner.So underfoot and Tenby Collieries Company, Limited.—The M.R. has,
by an order, dated Jan 8, appointed Mr. Alfred Augustus Jones,
110, Cannon st, to be official liquidator.Uruguay Central and Hyguerillas Railway Company of Monte Video,
Limited.—Petition for winding up, presented Feb 25, directed to be
heard before the M.R. on March 8. Stevens and Harries, Colman
st, solicitors for the petitioner.

UNLIMITED IN CHANCERY.

FRIDAY, Feb. 28, 1879.

West of England and South Wales District Bank.—Creditors are re-
quired, on or before March 15, to send their full names and addresses
and particulars of their debts or claims, to William Turquand and
Edward Gustavus Clarke, at the office of the bank at Bristol. March
21 at 2, at V.C. Malins' chambers, is appointed for hearing and ad-
judicating upon the debts and claims.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

FRIDAY, Feb. 28, 1879.

M corse Fire Brick, Tile, and Coal Company, Limited.—By an order
made by the V.C., dated Feb 18, it was ordered that the above com-
pany be wound up. Mather, Liverpool, solicitor for the petitioner.

LIMITED IN CHANCERY.

TUESDAY, Mar. 4, 1879.

Fresh and Preserved Meat Agency, Limited.—The M.R. has, by an
order dated Feb 3, appointed Charles Fitch Kemp, Walbrook lane,
official liquidator.Madame Therese and Company, Limited.—The M.R. has, by an order
dated Jan 10, appointed William Brooks, Coleman st, to be official
liquidator. Creditors are required on or before April 2, to send their
names and addresses and the particulars of their debts or claims to
the above. Tuesday, April 8 at 12, is appointed for hearing and ad-
judicating upon the debts and claims.Storforth Lane Colliery Company, Limited.—The M.R. has fixed Mar 11
at 2 at his chambers as the time and place for the appointment of an
official liquidator.Thos. W. Booker and Company, Limited.—Creditors are required on or
before April 7, to send their names and addresses and the particulars
of their debts or claims to John Young and Henry Jefferies, Ten-
house yard. Thursday, April 24 at 12 is appointed for hearing and ad-
judicating upon the debts and claims.Wrexham Brewery Company, Limited.—The M.R. has fixed Mar 14
at 12 at his chambers as the time and place for the appointment of an
official liquidator.

STANNARIES OF DEVON.

TUESDAY, Mar. 4, 1879.

Wheat Unity Wood Mining Company, Limited.—By an order made
by the Vice-Warden dated Mar 1, it was ordered that the above com-
pany be wound up. Hodge and Co, Truro, agents for Dowling and
Co, Redruth, solicitors for the petitioner.

STANNARIES OF CORNWALL.

TUESDAY, Mar. 4, 1879.

New Perran Minerals Company, Limited.—By an order made by the
Vice-Warden, dated Feb 25, it was ordered that the above company
be wound up. Hodge and Co, Truro, solicitors for the petitioner.Old Tincroft Consols Mining Company, Limited.—Petition for winding
up presented Feb 28, directed to be heard before the Vice-Warden
at the Law Institution, Chancery Lane, on Mar 12 at 10.30. Ad-
mission in opposition to the petition, must be filed at the registrar's office,
Truro, on or before Mar 8, and notice thereof must at the same time
be given to the petitioners or their solicitors. Hodge and Co, Truro,
solicitors for the petitioners.

Friendly Societies Dissolved.

TUESDAY, Mar. 4, 1879.

White Hart Benefit Society, Royal Oak, Neath, Glamorgan. Feb 27

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Feb. 25, 1879.

Only, Dennis, St Paul's, Shadwell, Licensed Victualler. Apr 2.
 Ryan v. Thunley, V.C. Hall. Archer, Commercial rd, East
 Dudley, Paul, Leicester, Gent. Mar 25. Bowsell v. Sheppard, M.R.
 Chamberlain, Leicester
 Jirby, Thomas Freestone, Crown Hotel, Bayswater, Publican. Mar 31.
 Mcleay v. Kirby, V.C. Hall. Hulearys and Taylor, Fenchurch st
 buildings
 Robertson, James Wilson, Alwyne rd, Highbury, Silversmith. Mar 22.
 Lilwall v. Lang, V.C. Maline. Reep, Bush lane, Cannon st
 Siller, John, Kingswinford, Stafford, Farmer. Apr 2. Meredith v.
 Siller, District Registrar, Priory st, Dudley. Holberton, Brierley
 Hill.
 Sinclair, George, Clifton villas, Clapton Park, Gent. Mar 24. Sinclair
 v. Sinclair, V.C. Bacon. Oldershaw, Bell yard, Doctor's commons
 Smith, Emma, Corporation row, Clerkenwell. Mar 21. Smith v.
 Culwick, V.C. Hall. Gedy, King's Bench walk, Temple
 Spooner, George, Rix, Nottingham, Gent. Mar 31. Steward v.
 McDougall, V.C. Hall. Toynebe and Co, Lincoln
 Sully, John, Newport, Mon, Beerhouse Keeper. Mar 18. Vaughan
 v. Murphy, V.C. Hall. Williams and Co, Newport

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 28, 1879.

Archer, Eliza Thomas, Forest Hill, Kent, Paper Stainer. May 1.
 Scott, College Hill, Cannon st
 Archer, Guesdale, Forest Hill, Kent. May 1. Scott, College Hill,
 Cannon st
 Ashton, John, New Wharf rd, King's Cross, Corn and Salt Merchant.
 April 1. Carter and Bell, Eastcheap
 Bell, George, Commercial rd, Confectioner. April 15. Caroline Bell,
 218, Commercial rd
 Bradshaw, Francis Henry, Rothwell, nr Leeds, Manager of Gas-
 pipes. July 1. Tennant, Leeds
 Brierley, William, Sheerness, Kent, Farmer. Mar 25. Copland, Sheer-
 ness
 Butlerworth, Edward, Trowbridge, Wilts, Gent. April 1. Clark and
 Collins, Trowbridge
 Cresswell, George, Gt Marlborough, Bucks, Farmer. Mar 20. Rawson, Gt
 Marlborough
 Dunn, Esther, Gateshead. April 21. Swindourne, Gateshead
 Easer, Henry, Tring, Hertford, Gent. April 1. Richards, Warwick st,
 Regent st
 Elliott, William Browne, Alphenington, Devon, Gent. Mar 25. Tozer
 and Gorse, Exeter
 Farnet, John, Darlington, Durham, Gent. Mar 15. Stevenson and
 Meek, Darlington
 George, Benjamin, Hatton-garden, Lithographer. April 28. Watson
 and Co, Bourne st
 Geddicks, Franz Wilhelm Eduard Rein held, Upton, Essex, Surgeon.
 Mar 21. Adolphe Louise Charles Ernest Walbaum, German Par-
 nasse, Bodmer rd, Dalston
 Goss, Edmund John, Oxford rd, Kilburn, Esq. Mar 31. Roberts,
 Smith sq, Gray's-inn
 Grace, Charles, Tunstall Stafford, Licensed Victualler. March 10.
 Hollinshead, Tunstall
 Hammack, John Joseph, Victoria rd, Kilburn, Gent. March 25.
 Llewellyn and Co, Finsbury circus
 Handley, Thomas, Crook, Westmoreland, Farmer. April 12. Dobson,
 Kendal
 Hays, Jessie, Sandrate, Kent. April 1. Oehme and Summerhays,
 Gresham House, Old Broad st
 Hogg, Frederick, Gifford, Bedford. Mar 31. Hooper and Co, Biggles-
 wade
 Holt, Margaret, Sale, Chester. June 24. Diggle and Ogden, Man-
 chester
 Kneeshaw, John Edmund, Liverpool, Banking Agent. April 12.
 Miller and Co, Liverpool
 Littlewood, Mary Ann, Waverree, Lancaster. Mar 29. Mason and
 Grierson, Liverpool
 Lockwood, Charles, Marsh, Huddersfield, Woollen Cloth Manufacturer.
 April 1. Anley and Hall, Huddersfield
 Makinson, Thomas, Southport, Lancaster, Chemist. Mar 31. Wright
 and Appleton, Wigan
 Mandale, Rev Blain, Bishop's Itchington, Warwick, Clerk. May 1.
 Sladen, Kings Arms-yard, Coleman st
 Maude, John, Chorley, Lancaster, Yeoman. March 31. Morris,
 Chorley
 Mill, John, Bradford, York, Cotton Warp Merchant. April 3. Terry
 and Co, Bradford
 Pickup, William Delav, Manchester st, Manchester sq, Gent. April 25.
 Hollams and Co, Mincing lane
 Stephenson, Thomas, Addison rd, North, Notting Hill, Gent. Mar 26.
 Lovett, King William st
 Sutton, Sir Richard, Benham Park, Berks, Bart. April 2. Johnson
 and Co, Aston Friars
 Tabberer, William, Alvechurch, Worcester, Esq. April 14. Canning
 and Ganning, Birmingham
 Taylor, James, Kirkdale, Liverpool, Gent. May 12. Keightley and
 Watson, Liverpool
 Watson, Richard, Greenwich, Kent, Superannuated Shipwright. April 8.
 Smith and Bachelor, Greenwich
 Willmott, Henry, St John's villas, Upper Holloway, Gent. April 1.
 Mason, Gresham st
 Wright, John, Ashby-de-la-Zouch, Leicester, Farmer. April 7. Fisher
 and Cheate, Ashby-de-la-Zouch

Bankrupts.

FRIDAY, Feb. 25, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Meek, James Nathaniel, Judd st, Eustich road, Bootmaker. Feb Feb
 24. Pepps. March 14 at 11

To Surrender in the Country.

Barr, John Robert Goodwin, Manchester, Wine and Spirit Merchant.
 Pet Feb 20. Lister. Manchester, March 17 at 11
 Blake, Ann, Lower East Hayes, Bath. Pet Feb 24. Smith. Bath,
 March 11 at 11
 Copper, Samuel, Manchester, Canadian Emigration Agent. Pet Feb
 24. Lister. Manchester, March 17 at 11
 David, Thomas, Gelly, Glamorgan, Farmer. Pet Feb 25. Spickatt.
 Pontypridd, March 12 at 10
 Farrington, William Ellison, Audlem, Provision Dealer. Pet Feb 24.
 Speakman. Crewe, March 17 at 11
 Fox, Howard Busby, Cxton, Chester, General Dealer. Pet Feb 24.
 Williams. Birkenhead, March 14 at 12
 King, Richard, Ventnor, Isle of Wight, Bank Manager. Pet Feb 22.
 Black. Newport, March 15 at 12
 Lloyd, Richard, Warrington, Builder. Pet Feb 24. Nicholson. War-
 rington, March 14 at 11
 Markey, James, Liverpool, Corn Merchant. Pet Feb 24. Cooper.
 Liverpool, March 12 at 12
 Michell, Alfred, Hedden Bridge, York, Wholesale Clothier. Pet Feb
 24. Hartley. Burnley, March 14 at 12
 Potter, Thomas, Darlinscott, Worcester, Farmer. Pet Feb 27. For-
 tescue. Banbury, March 13 at 11
 Sily, Benjamin, Brighton, Lodging-house Keeper. Pet Feb 24. Jones.
 Brighton, March 14 at 12
 Stafford, Andrew, Berwick-upon-Tweed, Cattle Salesman. Pet Feb 24.
 Daggett. Newcastle, March 11 at 11
 Tulip, Friend, East Boldon, Durham, Cement Manufacturer. Pet Feb
 26. Daggett. Newcastle, March 11 at 11
 Whittaker, Thomas, Hanley, Butty Collier. Pet Feb 24. Tennant.
 Hanley, March 11 at 11

TUESDAY, Mar. 4, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Keyse, Henry, Water lane, Great Tower st, Tea Merchant. Pet Feb
 28. Pepps. Mar 19 at 11.30
 Rudd, Henry, St James pl, St James st. Pet Feb 27. Hazlitt. Mar
 19 at 11

To Surrender in the Country.

Baddeley, Elizabeth, Preston, Ironmonger. Pet Feb 26. Hulton.
 Preston, Mar 15 at 11
 Chamings, Thomas, Swansco, Corn Merchant. Pet Mar 1. Jones.
 Swansco, Mar 18 at 12
 Freeman, Barnett, Leamington, Draper. Pet Mar 1. Campbell. War-
 wick, Mar 15 at 2.30
 Lenger, Thomas, Arksey, York, Farmer. Pet Feb 27. Wake. Shef-
 field, Mar 14 at 2
 Miles, Lot, Westbury, Wilts, Publican. Pet Feb 23. Messier. Frome.
 Mar 14 at 12.30
 Mills, Orlando, and James Jackson, Oldham, Shuttle Makers. Pet Feb
 26. Tweedale. Oldham, Mar 17 at 11
 Mortimore, William Henry, Maidenhead Thicket, Berks, Farmer. Pet
 Mar 1. Darvill, jun. Windsor, Mar 22 at 11
 Parker, Thomas, Halifax, Tailor. Pet Feb 28. Rankin. Halifax,
 Mar 20 at 11
 Siewwright, C F, Hythe, Lieut 49th Foot. Pet Feb 28. Farley.
 Canterbury, Mar 21 at 3
 Whitaker, Walter Allen, Haslingden, Lancashire, Cotton Spinner. Fe
 Feb 27. Bolton. Blackburn, Mar 20 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 25, 1879.

Holt, George, Liverpool, Metal Factor. Feb 26

Walton, John, Blackheath, Kent. Feb 19

TUESDAY, Mar. 4, 1879.

Meekins, A, Dorset rd, Clapham, Manager. Feb 26

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Feb. 25, 1879.

Adams, James, Fleet st, Plate Glass Dealer. March 17 at 1 at offices of
 Lott, Great George st, Westminster
 Annall, Thomas, Ecclehill, near Bradford, Travelling Draper. March
 13 at 4 at offices of Lav, Tyrod st, Bradford
 Armishaw, John, and Charles Willshaw Flower, Stone, Stafford, Shoe
 Manufacturers. March 13 at 12 at offices of Booth, Tunsall
 Asdell, George Lilley, Horsleydown, Surrey, Licensed Victualler.
 March 7 at 2 at offices of Bilton, Lower Kennington lane
 Ashworth, John, Rochdale, Flannel Manufacturer. March 14 at 3 at
 offices of Brierley, Butt's avenue, Rochdale
 Astley, Elijah, Chorley, Lancaster, Currier. March 12 at 11 at offices
 of Cooper, Fox st, Preston
 Aves, Edward Leopold, Leadenhall st, Wine Merchant. March 12 at
 3 at Guildhall Tavern, Gresham st. Stocken and Jupp, Lime st
 square
 Avery, Thomas, Redditch, Worcester, Cabinet Maker. March 11 at
 10.30 at offices of Reece and Co, New st, Birmingham
 Barker, Joseph, Halifax, Draper. March 17 at 11.30 at Albion Hotel,
 Piccadilly, Manchester. Longbottom, Halifax
 Barnard, Samuel Lyon, Upper Teabrook st, Pimlico, Furniture
 Dealer. March 13 at 12 at offices of Sydney, Leadenhall st
 Barnett, Edward, Ensur, and Robert Alfred Phillips, Greenwich, Lea-
 ther Merchants. March 14 at 2 at Guildhall Coffee House, Gresham
 st. Warrington. Gresham chambers
 Barney, William, Union st, Southwark, Corn Merchant. March 14 at
 3 at Swan Hotel, Great Dover st. Rasheigh, Borough High st
 Bate, George, Stone, Stafford, Licensed Victualler. March 11 at 3 at
 Vine Hotel, Stafford. Welch, London
 Battersby, James, Hucknall Torkard, Nottingham, Bootmaker. March
 24 at 4 at offices of Payne, Bromley place, Angel row, Nottingham
 Beacher, John, East Ardsley, near Wakefield, Grocer. March 13 at 3
 at offices of Lodge, Park row, Leeds
 Biden, George, Southsea, Hants, Builder. March 15 at 11 at offices
 of Walker and Waincoat, Commercial road, Landport
 Birles, John, Farnworth, Lancaster, Collier. March 13 at 3 at offices
 of Robinson, Townhall square, Bolton

- Blacklock, Joseph Hayton, Darlington, Schoolmaster. March 11 at 2 at offices of Wooler, Priestgate, Darlington
- Bowen, John, Glasshouse st, Regent st, Watch and Clock Maker. March 19 at 2 at offices of Milton, Gray's in square
- Boyce, William Henry, Willen, Worcester, Coal Merchant. March 12 at 11 at offices of Clulow, High st, Bootmaker. March 13 at 3 at offices of Becke, Darnegate, Northampton
- Boyson, James, sen, Northampton, Bootmaker. March 13 at 3 at offices of Becke, Darnegate, Northampton
- Boyson, James, jun, Northampton, Manager. March 13 at 4 at offices of Becke, Darnegate, Northampton
- Bransford, Valentine Benjamin, Bolton, Draper. March 13 at 3 at offices of Mawdsley, Wood st, Bolton
- Burridge, John, Shirenewton, Monmouth, Farmer. March 13 at 12 at offices of Benson and Carpenter, Bristol
- Burton, George Henry, Vango, Essex, Farmer. March 13 at 1 at offices of Sharrand and Maiten, Court House, King st, Gravesend
- Byrne, George James, Birmingham, Commission Agent. March 12 at 2 at offices of Higgs, Bennett's hill, Birmingham
- Cameron, George, Liverpool, Draper. March 13 at 12 at offices of Caruthers, Lord st, Liverpool
- Capel, George Bigh, Pinner's hall, Great Winchester st, Commission Agent. March 11 at 2 at offices of Barker, Union court, Old Broad st
- Carpehter, John Howard, Westminster chambers, Victoria st, Engineering Agent. March 10 at 12 at offices of Everill, Parliament st
- Carter, James Greenle's, Rochdale, Working Cutler. March 12 at 3 at Globe Inn, Whitworth road, Rochdale. Lomax, jun
- Cates, Samuel, Bristol, Lithographer. March 8 at 11 at offices of Andrews, Nicholas st, Bristol
- Chaddock, William, Congleton, Chester, Bootmaker. March 17 at 11 at offices of Cooper, West st, Congleton
- Chancellor, Josiah, and Frederick Chancellor, Birmingham, Plasterers. March 13 at 11 at offices of Canning, Waterloo st, Birmingham
- Cook, Alfred, Appledore, Devon, Shipbuilder. March 13 at 12 at offices of Roeker and Buzely, Bridgeland st, Bideford
- Coultais, Samuel, Sledmere, York, Blacksmith. March 12 at 11 at offices of Foster and Co, Exchange st, Great Driffield
- Cragie, William John, Newcastle-upon-Tyne, Tailor. March 14 at 2 at offices of Rhagg, Grainger st, Newcastle-upon-Tyne
- Curtis, John, Treerky, Rhonda Valley, Glamorgan, Grocer. March 18 at 12 at Royal Hotel, Cardiff, Morgan, Pontypridd
- Dale, Elijah, Macclesfield, Cabinet Maker. March 17 at 3 at offices of Barclay and Henstock, Exchange buildings, Macclesfield
- Darby, Charles Daniel, Chelmsford, Essex, Grocer. March 13 at 2 at Creditors' Association, Arthur st East, London bridge. Carter and Bell, Eastcheap
- Davies, Evan, Liverpool, Hatter. March 17 at 3 at offices of Barrel and Co, Lord st, Liverpool
- Davis, William James, and Henry William Sharpe, Liverpool, Licensed Victuallers. March 19 at 3 at offices of Brenner and Co, Dale st, Liverpool
- Dearling, William, Colcutt, Gloucester, Tailor. March 10 at 1 at offices of Stiles and Ward, Northleach
- Derham, Thomas Shann, Leeds, General Merchant. March 13 at 2 at offices of Middleton and Sons, Calverley chambers, Victoria square
- Dhoman, Louis, The Grove, Homerton, Baker. March 13 at 3 at offices of Biggenden, Wells st, Hackney
- Drayton, Charles Wesley, Yeovil, Somerset, Paperhanger. March 17 at 3 at offices of Davies, Church st, Yeovil
- Dutton, Peter, Bolton, Lancaster, Grocer. March 18 at 3 at offices of Addleshaw and Warburton, Norfolk st, Manchester
- Dyson, Samuel Wilkinson, Ratrick, York, Contractor. March 15 at 10.30 at Star Inn, Ratrick. Tennant and Co, 8 Highgate
- Eley, George Isaac, Nottingham, Provision Dealer. March 12 at 11 at offices of Black, Friar-lane, Nottingham
- Evans, David James, Swansea, Draper. March 13 at 3 at Castle Hotel, Neath. Jellicoe, Swansea
- Faller, Benedict, Leeds, Watchmaker. March 12 at 3 at offices of Simpson and Burrell, Albion st, Leeds
- Fatherstone, Thomas Francis, York, Linen Draper. March 14 at 3 at offices of Crumlie, Stonegate, York
- Fish, James Goster, Newtown, Southampton, Grocer. March 12 at 3 at offices of Shuttle, Portland st, Southampton
- Finch, Wilton, and William Walker Carter, Derby, Builders. March 24 at 3 at offices of Close, Corn Market, Derby
- Fowler, Frederic, Manchester, India Rubber Manufacturer. March 18 at 3 at the Trevelyan Hotel, Corporation st, Manchester. Chorlton, Manchester
- Fowler, William Henry, Chadmoor, Stafford, out of business. March 13 at 11 at offices of Glover, Bridge st, Watall
- Francis, John, Swansea, Grocer. March 13 at 11 at the Castle Hotel, Neath. Jellicoe
- Francis, William, Southampton row, Bloomsbury, Lithographer and Printer. March 11 at 11 at offices of Jenkins, Tavistock st, Strand
- Gamble, George Cliff, Bowling, York, Builder. March 13 at 4 at offices of Atkinson, Tyral st, Bradford
- Garrett, William, Evenwood, Durham, Farmer. March 13 at 3 at offices of Maw, jun, Bishop Auckland
- Gellenger, John James, and Hans Zollinger, Mark lane, Coffee Merchants. March 12 at 2 at offices of Dutton, Ironmonger lane
- Glebiere, Frederick William, Coleman st, St Luke's, Engineer. March 20 at 3 at offices of Merriman and Co, Austin Friars
- Gilbert, Margaret, Crowborough Cross, Sussex, Grocer. March 14 at 2 at the Castle Hotel, Tunbridge Wells. King, Maidstone
- Gill, Jonathan, Manchester, Merchant. March 19 at 3 at the Mitre Hotel, Cathedral gates, Manchester. Gaunt, Manchester
- Gill, Samuel, South Normanton, Derby, Builder. March 17 at 3 at the Angel Inn, Alfreton. Lees, Nottingham
- Gomersall, Benjamin, Liversedge, York, Farmer. March 12 at 3 at the George Hotel, Cleckheaton. Carr and Odman, Cleckheaton
- Gooderham, John, Parham, Suffolk, Farmer. March 13 at 1 at the Crown Hotel, Woodbridge. Cavill
- Grasham, John, Birmingham, out of business. March 15 at 13 at offices of Free, Temple row, Birmingham
- Gray, Fanny, Great Grimsby, Butler. March 12 at 11 at offices of Orange and Wintingham, St Mary's chambers, West St Mary's gate, Great Grimsby
- Greenless, David Andrew, Manchester, Drysalter. March 20 at 5 at offices of Addleshaw and Warburton, Norfolk st, Manchester
- Haines, Richard, Brockmoor, Stafford, Publican. March 11 at 3 at offices of Waldron, High st, Brierley Hill
- Halford, John, Staunton, Worcester, Farmer. March 12 at 3 at offices of Taynton and Sons, Clarence st, Gloucester
- Hall, John, Waverthorpe, York, Joiner. March 13 at 2 at the Red Lion Hotel, Great Driffield. Richardson, Scarborough
- Hall, Reuben, Kingston-upon-Hull, Fish Dealer. March 13 at 3 at offices of Singleton and Martinson, Exchange buildings, Bowdley lane, Kingston-upon-Hull
- Hamer, Ezekiel, Sheffield, Comb Manufacturer. March 10 at 2 at offices of Clegg and Sons, Bank st, Sheffield
- Heming, George, Totterdown, Somerset, Builder. March 12 at 2 at offices of Sibly, Exchange West, Bristol
- Henry, Matthew, Bishops Stortford, Hertford Schoolmaster. March 12 at 12 at offices of Cass, South st, Bishops Stortford. Langham
- Herring, Clement, Cuthill rd, Camberwell, Sign Writer. March 15 at 12 at offices of Morphet and Hanson, King st, Chopsaide. Terry, King st
- Hester, Joseph Gray, Road lane, Tea Broker. March 12 at 2 at offices of Carter and Bell, Eastcheap
- Hillias, Samson, Thornbury, York, out of business. March 13 at 3.30 at offices of Neill, Kirkgate, Bradford
- Hilton, James, Little Bolton, Lancashire, Bootmaker. March 19 at 3 at offices of Richardson, Wood st, Bolton
- Hine, Richard John, Stalbridge, Dorset, Miller. March 15 at 11 at the Jack Hotel, Newbury. Davies, Sherborne
- Hobden, Edward, Tunbridge Wells, Kent, Plumber. March 13 at 3 at 19, Worship st, Finsbury
- Hollinshead, Edward, Martin, Lincoln, Farmer. March 14 at 12 at offices of Williams, Silver st, Lincoln
- Hooper, Richard, Huyton, near Liverpool, Ironfounder. March 19 at 2 at offices of Williams, Sweeting st, Liverpool
- Hore, Richard Dixon, Wilkinson st, South Lambeth, out of business. March 17 at 3 at offices of Wright and Law, High Holborn
- Hunt, Henry, Bishop Lydeard, Somerset, Farmer. March 13 at 11 at offices of Reed and Cook, Paul st, Taunton
- Hutchinson, Robert, Crowland, Lincoln, Saddler. March 12 at 11 at offices of Deacen and Wilkins, Cross st, Peterborough
- Hutton, Joseph, Gubburgh, York, Licensed Victualler. March 12 at 2 at offices of Toale, Albert rd, Middlesborough
- Jackson, John Robert, Ebury st, Finsloe, Plumber. March 13 at 4 at offices of Hill, Monck lane, London
- Jackson, William, Bradford, Accountant. March 10 at 11 at offices of Singleton, New Booth st, Bradford
- Jones, Thomas, Cardiff, Builder. March 18 at 3 at offices of Tribe and Co, Creckherbtown, Cardiff. Heard, Cardiff
- Jubb, Henry, Sykehouse, York, Innkeeper. Feb 20 at 3 at the Downs Arms Hotel, Smith. Burdekin and Co, Sheffield
- Kendal, Cuthbert Robert, Hexham, Northumberland, Surgeon. March 13 at 4 at the Law Society, Royal arcade, Newcastle-upon-Tyne. Lockhart, Hexham
- Kerr, Arthur Thomas Henry, Preston, Surgeon. March 14 at 3 at offices of Taylor, Guildhall st, Preston
- Kirkham, Henry, Wrea Green, near Kirkham, Innkeeper. March 14 at 3 at offices of Charny and Finch, Fox st, Preston
- Lamb, George, Skelton, York, Builder. March 12 at 11 at offices of Jackson and Jackson, Albert rd, Middlesborough
- Lawson, John, Denstone, Stafford, Butcher. March 11 at 12.30 at offices of Cooper and Chawner, Uttoxeter
- Leffler, Rudolf, Sheffield, Commission Agent. March 17 at 3 at offices of Webster and Styning, Hartshead, Sheffield
- Leyshon, Robert, Bridgton, Glamorgan, Farmer. March 19 at 3 at the Stryan Arms Hotel, Bridgton. Randall, Bridgton
- Lloyd, David, Briffonferry, Glamorgan, Shoe Dealer. March 15 at 11 at offices of Davies, Alma place, Neath
- Lloyd, James, Stanley-cum-Wrenthorpe, York, Shopkeeper. March 13 at 3 at offices of Horner, Wood st, Wakefield
- Lockwood, Abraham, Huddersfield, Berberhouse Keeper. March 15 at 3.30 at the White Swan Hotel, Huddersfield. Freeman, Huddersfield
- Lucas, Robert, Preston, Plumber. March 13 at 3 at 9, Cannon-st, Preston. Forshaw and Parker
- Matthews, Michael, Bowrick Ralls, Cumberham, Grocer. March 14 at 2 at offices of Butler, Holborn Hill, Milson
- Mattison, William, South Shields, Chemist. March 14 at 2 at offices of Warlow, Collingwood st, Newcastle-upon-Tyne
- McCrormick, Daniel, Wrexham, Hatter. March 15 at 12 at the Green Dragon Hotel, Eastgate st, Chester. Bradley, Wrexham
- McRae, Colin, Great Grimsby, Draper. March 12 at 3 at the Victoria Hotel, Bradford. Watts
- Miles, William, Tramroad Shop, Pontypridd, Grocer. March 20 at 1 at offices of Collins, Broad st, Bristol. Morgan, Pontypridd
- Monfries, Charlotte Laura, Cardiff, Milliner. March 14 at 2 at offices of Griffith and Corbett, Quay st, Cardiff
- Morrison, Thomas Bromley, and Charles Frederick Thew, Manchester, Paper Merchants. March 14 at 3 at the Albion Hotel, Piccadilly, Manchester. Lambert, Manchester
- Newlands, Alexander, Cheltenham, out of business. March 10 at 11 at the Crown and Cushion Hotel, Bath road, Cheltenham. Price, Cheltenham
- Newlands, Peter, Aston-under-Lyne, Ironfounder. March 13 at 3 at offices of Coates, Old st, Ashton-under-Lyne
- Nicholls, Samuel Davey, Gunnislake, Cornwall, Grocer. March 13 at 12 at offices of Bridgman, Princess sq, Plymouth
- Nicoll, William, Weston-super-Mare, Wine Merchant. March 17 at 13 at the Talbot Hotel, Victoria st, Bristol. Chapman, Weston-super-Mare
- Oddy, Myrre, Leeds, Woolen Cloth Merchant. March 14 at 11 at offices of Carr, Albion st, Leeds
- Onslow, Cyrus Edmonds, Bromsley, Salop, Licensed Victualler. March 15 at 11 at offices of Barrow, Queen st, Wolverhampton
- Owens, Morris, Liverpool, Team and Cart Owner. March 10 at 2 at offices of Knowles, Cook st, Liverpool
- Paimor, Joseph William, Strand, Newspaper Proprietor. March 11 at 2 at offices of Buchanan and Rogers, Basinghall st
- Perry, James, Upper Gornal, Stafford, Butcher. March 11 at 10.30 at offices of Tinsley, Priory st, Dudley

Peters, Robert, offices of Beech, Newport

Philbrick, Henry, Mar 20 at 2 at offices of Pilling, James, Mar 14 at 3 at Strand

Thayer, Samuel, Northon Ho

Popham, George, Bead and Co

Prentice, Richard, 7 at 10 at the

Katford, John, 20 at 3 at Broad st

Rat, James, 20 at 3 at the Law

Bel, Hotel, 20 at 3 at the

Richardson, C, 20 at 3 at the

Richardson, F, 13 at 3 at of

Edgy, Thomas, offices of 2

Ashton and

Kearney, H

Robert, Zera

Storer, Four

Robinson, Eli

White Hart

Robinson, Eli

Mar 20 at 3

Robinson, Geo

at 3 at office

Rogers, Benja

at offices of

Samuel, Jame

of Morris

at all offices

Samson, Thom

Gill and Hen

Solwenk, Phil

of Buchanan

Scott, Isaac, 13 at office

Shaw, Shake

at the Moor

Sandhu, W

Mar 14 at 1

Stapert, John

offices of

Sim, Zuber

Imperial H

Stinner, Hen

3 at office

Smith, Char

of Knowles

Smith, Thom

at 2 at office

Smith, Thor

Brokers.

Robt and C

South, Henr

offices of

Southworth,

3 at office

Spelling, W

offices of

Squibell, W

of Eldboro

Standard, H

of Stokes, Fred

of Andrew

Davith

Sues, Henry

3 at 11 at

Terry, K

Settles, Ch

the Cann

Cannon

Stiles, Albe

Welsh, Q

Welsh, Q

Mar 11 at

Son, Balle

Spence, Edm

the Ang

Tapley, Ch

offices of

Temple, M

Mar 14

Thompson,

Mar 13

Peters, Robert, Newport, Monmouth, Tobaccoist. Mar 14 at 12 at offices of Beckenham, Albion chambers, Broad st., Bristol. Lloyd, Newport.

Fullbrook, Henry Egerton, Pen-y-wern rd, South Kensington, Gent. Mar 10 at 2 at offices of Keays, Charles st, St James's sq.

Pilling, James Knowles, Gauchole, Lancaster, Cotton Manufacturer. Mar 14 at 3 at the Mitre Hotel, Cathedral yard, Manchester. Craven, Strand.

Ylce, Sam'l, New Malden, Surrey, Builder. Mar 13 at 2 at the Norbiton Hotel, Norbiton. Blake and Snow, Colliery hill, Cannon st Popham, George, Catcott, Somerset, Farmer. Mar 14 at 2 at offices of Noel and Cook, King st, Bridewater.

Robinson, Richard George, Shrubland rd, Dalston, out of business. Mar 7 at 10 at the Lord Napier Tavern, London Fields, Hackney.

Radford, John James Denman, Norbiton, Surrey, Schoolmaster. Mar 9 at 3 at offices of Bradford and Hare, Winchester House, Old Road st.

Das, James, Somercotes, Derby, Oil Merchant. Mar 19 at 11 at the Bell Hotel, Derby. Thurman, Alfreton.

Ramshaw, John Richard, Sunderland, Builder. Mar 17 at 19 at offices of Steel, Bank buildings, Sunderland.

Bailey, Harry, Derby, Ladies' Outfitter. Mar 17 at 2 at the Bell Hotel, Sadler Gate, Derby. Briggs, Derby.

Bedford, George, Kilsilly, Carmarthen, Brick Manufacturer. Mar 12 at 11 at Temple st, Swansea. Sneed, Llanelly.

Rowley, Warwick Robert Ridgway, Exmouth, Devon, Rope Manufacturer. Mar 12 at 12.30 at the Grand Hotel, Bristol. Searle.

Richardson, Benjamin Hammond, Leeds, Estate Agent. Mar 11 at 11 at the Law Institution, Albion place, Leeds. Malcolm.

Richardson, Charles Staushield, Bayford, Hertford, Farmer. Mar 10 at 3 at 35, Bedford row, London. Lamb.

Richardson, Frederick, Golcar, nr Ruddersfield, Flock Merchant. Mar 12 at 3 at offices of Ramsden and Sykes, John William st, Huddersfield.

Reger, Thomas Fownes, Newton, Chester, Farmer. Mar 11 at 11 at offices of Mainwaring, Lyme st chambers, Lyme st, Warrington.

Ashton and Woods, Warrington.

Robbrough, Henry, Keighley, Sanitary Tube Dealer. Mar 11 at 3.30 at offices of Neill, Kirkgate, Bradford.

Roberts, Zera, Manchester, Ladies' Outfitter. Mar 12 at 3 at offices of Storer, Fountain st, Manchester.

Robinson, Eliza Ann, Pinchbeck, Lincoln, Farmer. Mar 13 at 10 at the White Hart Hotel, Spalding. Dyer, Boston.

Robinson, Ellen, and Fredrick Warren, Derby, Furniture Dealers. Mar 20 at 3 at offices of Cove, Green Market, Derby.

Robinson, George, Alnwick, Northumberland, Fancy Draper. Mar 12 at 2 at offices of Middlemas, Bondgate Without, Alnwick.

Rogers, Benjamin, Merthyr Tydfil, Glamorgan, Draper. Mar 10 at 11 at offices of Lewis, Gleveland st, Merthyr Tydfil.

Rumell, James, Wenvoe, Glamorgan, Farmer. Mar 11 at 12 at offices of Morris and Son, Church st, Cardiff.

Rutherford, Thomas, Waresford, Northumberland, Farmer. Mar 12 at 11 at offices of Middlemas, Bondgate Without, Alnwick.

Saunders, Thomas, sen, Doncaster, Boot Dealer. Mar 15 at 2 at offices of Gill and Hall, French gate, Doncaster.

Selwyn, Philipp, East Greenwich, Kent, Baker. Mar 20 at 2 at offices of Buchanan and Rogers, Basinghall st.

Sell, Isaac, Leman st, Goodman's Fields, Cigar Importer. Mar 19 at 3 at offices of Most, Gracechurch st.

Saw, Shakespeare, Manchester, Commission Merchant. Mar 18 at 3 at the Moaley Hotel, Piccadilly. Sutton and Elliott, Manchester.

Shepherd, William, Lowden rd, Lambeth, Clerk, out of employment. Mar 14 at 12 at offices of Beall, Queen Victoria st.

Sigrist, John Conrad, Manchester, Dry-salter's Agent. Mar 14 at 3 at offices of Beaumont, Booth st, Manchester.

Sims, Reuben, Barrow-in-Furness, out of business. Mar 18 at 11 at the Imperial Hotel, Barrow-in-Furness. Sims, Barrow-in-Furness.

Slater, Henry, Mellick's place, Bermondsey, Skin Dresser. Mar 7 at 12 at offices of Chipperfield, Trinity st, Southwark.

Smith, Charles, Burnley, Lancaster, Machinist. Mar 12 at 2 at offices of Knowles, Nicholas st, Burnley.

Smith, Thomas, Small Heath, Birmingham, out of business. Mar 10 at 2 at offices of Parry, Bennett's hill, Birmingham.

Smith, Thomas, and Charles Harris, Bishopsgate at Within, Seed Brokers. Mar 14 at 2 at the Guildhall Coffee House, Gresham st. Sole and Co, Aldermanbury.

Smith, Henry, City rd, Furniture Manufacturer. Mar 19 at 12 at offices of White, Chancery lane.

Southworth, Charles, Hindley, Lancaster, Mine Surveyor. Mar 12 at 3 at offices of Scott and Esso, Arcade buildings, King st, Wigan.

Spedding, William, Liverpool, Commission Agent. Mar 15 at 11 at offices of Gill and Archer, Cook st, Liverpool.

Squirrel, William, South Norwood, Whitesmith. Mar 19 at 2 at offices of Elborough, King's Arms-yard.

Stannard, Henry Thomas, City rd, Leather Merchant. Mar 11 at 3 at offices of Taylor and Jaquet, South st, Fin-bury sq.

Stokes, Frederick, Dawlish, Devon, Innkeeper. Mar 14 at 11 at offices of Andrew, Bedford circus, Exeter. Pearson and Whitbourn, Dawlish.

Sueh, Henry Yorick, Page Green, Tottenham, Wardrobe Dealer. Mar 8 at 11 at offices of Morphet and Hanson, King st, Chesham.

Terry, King st, Chesham.

Sutton, Thomas, Bishopsgate at within, Ship Owner. Mar 20 at 2 at the Cannon st Hotel, Cannon st. Lowless and Co, Martin's lane, Cannon st.

Sykes, Albert, Huddersfield, Glass Dealer. Mar 12 at 3 at offices of Welsh, Queen st, Huddersfield.

Temington, John, and Frederick Blanchard Robinson, Batley, Drapers. Mar 11 at 10.30 at the Cherry Tree Hotel, Huddersfield. Watts and Son, Batley.

Spence, Edmund John, Hatfield rd, Huntingdon, Physician. Mar 13 at 3 at the Angel Hotel, Peterborough. Gaches, Peterborough.

Taylor, Charlotte, and John Taylor, Lincoln, Bakers. Mar 18 at 3 at offices of Durance, Mint lane, Lincoln.

Temple, Michael Stephenson, Hexham, Northumberland, Innkeeper. Mar 14 at 12 at offices of Lockhart, Hexham.

Thompson, Frederick William, Bermondsey st, Southwark, Tailor. Mar 18 at 3 at offices of Hall, Warwick court, Gray's inn.

Todd, John Humble, Newcastle-upon-Tyne, Hairdresser. Mar 10 at 8 at offices of Johnston, Pilgrim st, Newcastle-upon-Tyne.

Tucker, Robert, Maryport, Cumberland, Hotel Proprietor. Mar 18 at 2.30 at offices of Wright and Brown, Bank st, Carlisle.

Tugwell, Albert Charles, Camberwell rd, Camberwell, Fancy Draper. Mar 20 at 3 at offices of Foreman and Co, Gresham st. Curtis, Old Jewry chambers.

Turner, Edward Bagnall, Whitmore Reans, Wolverhampton, Commission Agent. Mar 14 at 12 at offices of Gatis, King st, Wolverhampton.

Tyl, Zacharias, London rd, Clapton, Commercial Clerk. Mar 7 at 2.30 at offices of Bradford and Hare, Old Broad st.

Tyler, Edward, jun, Belgrave, Leicester, House Decorator. Mar 13 at 12 at offices of Shires, Market st, Leicester.

Walker, James, Ibstock, Leicester, Cowkeeper. Mar 6 at 10.30 at offices of Dewes and Mullan, Market st, Ashby-de-la-Zouch.

Walker, William, Heaton Norris, Lancaster, Merchant. Mar 18 at 3 at offices of Boote and Edgar, Booth st, Manchester.

Wallis, John, Gateshead, Durham, out of business. Mar 12 at 12 at offices of Robson, Townhall, Gateshead.

Walton, Samuel, Earlestown, Lancaster, Glass Dealer. Mar 11 at 11 at the Leigh Arms Hotel, Newton Bridge. Dawson and Pennington, Bolton.

Warden, Alexander, Coventry, Licensed Victualler. Mar 11 at 1 at offices of Minster, Trinity Churchyard, Coventry.

Waterman, Frederick, Crwys, nr Cardiff, Coach Builder. Mar 14 at 12 at offices of Benson and Carpenter, Bank chambers, Corn st, Bristol.

Whitaker, Oswald Lawrence, Haslingden, Lancaster, Cotton Spinner. Mar 13 at 3 at offices of Grundy and Co, Booth st, Manchester.

Wilkins, Harry, Birmingham, Licensed Victualler. Mar 11 at 11.15 at offices of East, Temple st, Birmingham.

Wilkinson, Jarvis, New Cle, Lincoln, Grocer. Mar 14 at 3 at offices of Wattle, Cleesoppe rd, Great Grimsby.

Williams, David Solomon, Llanrhidian Higher, Glamorgan, Draper. Mar 13 at 10.30 at 11, Temple st, Swansea. Price and Lloyd, Lampeter.

Williams, Thomas, Abergele, Denbigh, Grocer. Mar 21 at 3 at the Queen's Hotel, Chester. Williams, Rhyl.

Williams, William Philip, Bargoed, Glamorgan, Grocer. Mar 15 at 1 at offices of Simons and Pews, Church st, Merthyr Tydfil.

Williamson, Peter Charles, Greet, Worcester, Builder. Mar 14 at 12 at offices of Saunders and Co, Colmore row, Birmingham.

Wood, William Glosail, Lower Broughton, Manchester, out of business. Mar 24 at 3 at offices of Nuttal and Son, John Dalton st, Manchester.

Woodson, Henry, Bingham st, Clapham rd, Licensed Victualler. Mar 18 at 3 at offices of Lloyd, Blomfield st.

Woodend, Robert Nelson, Barrow-in-Furness, Hotel Keeper. Mar 13 at 11 at 33, Church st, Barrow-in-Furness. Sims, Barrow-in-Furness.

Woolf, Barnett Samuel, Poultry, Tailor. Mar 10 at the Guildhall Tavern, Gresham st, in lieu of the place originally named.

Wright, Charles, Sudbury, Suffolk, Ironmonger. Mar 12 at 2 at the Cups Hotel, Colchester. Mumford, Sudbury.

Young, Edwin, Ipsley, Warwick, Baker. Mar 14 at 12 at offices of Hawkes and Weekes, Temple st, Birmingham.

TUESDAY, Mar. 4, 1879.

Adams, William Key, Sheepy Magna, Leicester, Farmer. Mar 17 at 12 at offices of Argyle and Sons, Gungate st, Tamworth.

Allen, Thomas, Leeds, General Agent. Mar 17 at 12 at the Law Institution, Albion pl, Leeds. Malcolm.

Arts, Charles Henry, St Paul's rd, Camden Town, Bootmaker. Mar 14 at 3 at Rider's Hotel, Holborn.

Ash, William, and Alfred Ash, Abgbrigg, nr Wakefield, Corn Factors. Mar 14 at 1 at the Great Bull Hotel, Wakefield. Mander and Son, Wakefield.

Atkins, Henry William, Birmingham, Brass Founder. Mar 13 at 11 at offices of Turner, Victoria buildings, Temple row, Birmingham.

Austin, William, Bucknall, Stoke-upon-Trent, Butcher. Mar 19 at 12 at offices of Faddock and Sons, Old Hall st, Hanley.

Ayles, George, Bournemouth, Draper. Mar 19 at 1 at 145, Chespside, Bournemouth.

Sharp, Christchurch.

Bancroft, John, Runcorn, Cheshire, Boot Dealer. Mar 19 at 2 at offices of Linaker and Hitchen, Bank chambers, Runcorn.

Barnsdall, Nathaniel, Gt Dover st, Southwark, Manufacturer of Juvenile Clothing. Mar 18 at 2 at offices of Moss, Bishopsgate at within.

Rubinstein, Raymond buildings, Gray's inn.

Bebro, Marcus, Bell yd, City rd, Printer. Mar 17 at 3 at offices of Henderson, Moorgate st. Lee, Gresham buildings, Basinghall st.

Bevan, Rees, Hirwain, Aberdare, Grocer. Mar 17 at 1 at offices of Linton, Cannon st, Aberdare.

Birtwell, Thomas Robinson, Northwich, Cheshire, Draper. Mar 13 at 11.30 at the Mitre Hotel, Victoria st, Manchester. Fletcher, Northwich.

Boby, John, Rattlesden, Suffolk, Farmer. Mar 20 at 12 at the King's Head Hotel, Stowmarket. Marriott and Hayward, Stowmarket.

Bramhill, William, Rotherham, York, Hay Dealer. Mar 18 at 11 at offices of Badgers and Co, High st, Rotherham.

Brierley, John Cropper, Chadderton, Lancashire, Cotton Spinner. Mar 14 at 3 at the Mitre Hotel, Cathedral gates, Manchester. Murray and Wrigley, Oldham.

Brooks, William, Sawley, Derby, Builder. Mar 19 at 11 at offices of Clark and Hall, The Wardwick, Derby.

Brownson, Henry, Pipe Riware, Stafford, Farmer. Mar 13 at 11 at offices of Hand and Co, Martin st, Stafford.

Bull, Eyrd Henry, Sheffield, Builder. Mar 17 at 3 at offices of Binney and Co, Queen st chambers, Sheffield.

Burgess, Samuel, Cheriton-on-Medlock, Furniture Remover. Mar 17 at 3 at offices of Harris, Marshall st, Manchester.

Burrill, John Henry, Forchester, Hants, Genl. Mar 17 at 3 at offices of Ford, Queen st, Portsea.

Campbell, George, Leadenhall st, Tobacco Merchant. Mar 27 at 3 at offices of Raven and Co, Queen Victoria st.

Capenhurst, Arthur John, Torquay, Devon, Bank Clerk. Mar 20 at 11 at Jordan's Hotel, Fleet st, Torquay. Mackenzie and Hext, Torquay.

Chandler, Jonathan, and Samuel Chandler, Bedford, Coal Merchants. Mar 18 at 1 at the Midland Hotel, Derby. Conquest and Clare, Bedford.

Clarke, Henry Stephen, Wolverhampton, Bicycle Manufacturer. Mar 15 at 11 at offices of Wilcock, Queen st, Wolverhampton.

Clifton, William, jun. Tamerton Foliot, Devon, Farmer. Mar 14 at 3 at offices of Rodda, Courtenay st, Plymouth
Coates, James Douglas, and John Sellers, Birmingham, Fish Salemen. Mar 17 at 2 at offices of Dale, Bennett's hill, Birmingham
Cohen, Joseph, Hoxton st, Hoxton, Tailor. Mar 25 at 2 at offices of Barnard, White Lion st, Norton Folgate
Collier, Thomas, Aspal, Lancashire, Boat Builder. Mar 17 at 11 at offices of Stuart, King st, Wigan
Coombs, Hillary, Crewkerne, Dealer in Agricultural Implements. Mar 15 at 2 at the Cannon at Hotel, Cannon st. Cox and Kison, Beaminster
Copey, Colin, Bury St Edmunds, General Dealer. Mar 20 at 2 at the Guildhall, Bury St Edmunds
Cork, Charles, Chester, Stafford, Grocer. Mar 15 at 11 at offices of Hollinhead, Tunstall
Cornwell, John, Ben Jonson's id, Stepney, Corn Dealer. Mar 14 at 3 at offices of Widdicombe, Metropolitan chambers, Broad st
Crutchley, Maria, Rectory rd. Stoke Newington, Schoolmistress. Mar 17 at 12 at offices of Everett and Smith, Cheapside. Barnard and Co, Lancaster pl, Strand
Davies, Joseph, Runcorn, Cheshire, General Merchant. Mar 11 at 3 at offices of Addleshaw and Warburton, Norfolk st, Manchester
Davis, Joseph, Sebastopol, Men, Builder. Mar 14 at 12 at offices of Dauncey, Albion chambers, Newport
Deadman, George, Rayleigh, Essex, Licensed Victualler. Mar 17 at 12 at offices of Preston, Mark lane
Dennis, William, Fobbing, Essex, Farmer. Mar 19 at 11.30 at the Corn Exchange, Chelmsford. Duffield and Bruy, Chelmsford
Dickinson, George Francis, Gracechurch st, Merchant. Mar 26 at 3 at the Cannon st Hotel. Palmer, Gresham house, Old Broad st
Dudley, Edward, Dudley, Cooper. Mar 17 at 4 at offices of Warming-ton, Castle st, Dudley
Dunkley, John, Broadfields, Birmingham, Boot Dealer. Mar 13 at 11 at offices of Wright, Broad st corner, Birmingham
Edmonds, John, Tenby, Pembroke, Mason. Mar 25 at 10.30 at the Pier Hotel, Pembroke Dock. Thomas, Tenby
Ellis, William, Welchpool, Montgomery, Shoemaker. Mar 24 at 12 at offices of Clarke, High st, Welchpool
Evernden, Robert William, Snodland, Kent, Builder. Mar 15 at 11 at offices of Hughes and King, Mill st, Maidstone
Feather, William George, Manchester, Baker. Mar 21 at 3 at offices of Horner and Son, Clarence st, Manchester
Field, Henry, Frant, Sussex, Blacksmith. Mar 15 at 2 at the Camden Hotel, Tunbridge Wells. Rogers, Tonbridge
Fossett, Benjamin King, Miles lane, Cannon st, Shipping Agent. Mar 22 at 4 at offices of Curteis, Lower Thames st
Fox, Robert, Eversing rd, West Hackney, Pork Butcher. Mar 18 at 11 at offices of Vanderpump, Gray's inn sq
Gallatin, James Francis, St James' pl, Westminster, no occupation. Mar 25 at 2 at the Guildhall Tavern, Gresham st. Nash and Field, Queen st, Cheapside
Giles, Henry, Ashburton, Devon, Boot Dealer. Mar 17 at 1 at the White Lion Hotel, Broad st, Bristol. Creed, Newton Abbot
Goodair, Hugh William, East India Dock rd, Hatter. Mar 17 at 3 at offices of Ratcliff, Bishopsgate at within
Gott, Barrass, North Shields, Cabin-maker. Mar 19 at 2.30 at offices of Adamson, Howard st, North Shields
Gravell, Jabez, Chiswell st, Finsbury, Leather Factor. Mar 17 at 2 at offices of Carter and Bell, Evershead
Green, Frederick Charles, Clarendon rd, Notting hill, Coffee house Keeper. Mar 12 at 3 at the Inns of Court Hotel, High Holborn. Green, South Molton st, Oxford st
Greenway, Arthur, Coventry, Trimming Manufacturer. Mar 17 at 11 at offices of Hughes and Mosser, Little St, Coventry
Groves, William, Erye, Isle of Wight, Builder. Mar 17 at 3 at offices of Edwards and Co, St James' st, Portsea. Fardell, Ryde
Hall, John, Essex rd, Islington, Timber Dealer. Mar 15 at 11 at offices of King, Shepperton rd, Islington
Hall, Joseph, North Shields, Butcher. Mar 15 at 11 at offices of Whitehorn, Camden st, North Shields
Hanbury, Margaret, Colingham pl, South Kensington, no occupation. Mar 20 at 3 at offices of Evans, Bucklersbury. Lumley and Lumley, Conduit st, Bond st
Hanchett, William Parker, Princess terrace, Kilburn, out of business. Mar 19 at 3 at offices of Armstrong, Jun, Gray's inn sq
Harding, John, Killinghall, York, Grocer. Mar 17 at 11 at offices of Bateson and Hutchinson, Harrogate
Hargreaves, James Henry, Old Broad st, Commission Agent. Mar 17 at 2 at 111, Cheapside. Smith, Pancras lane
Hargreaves, John, Little Bolton, Lancashire, Wholesale Smallware Dealer. Mar 19 at 3 at offices of Rutter and Finney, Mawdsley st, Bolton
Hart, Joseph, and George William Dibben, Basinghall st, Woolen Warehousemen. Mar 20 at 3 at the Guildhall Tavern. Neave, Cheapside
Harvey, James, Hulme, Bootmaker. Mar 18 at 11 at offices of Preston, Clarence st, Albert sq, Manchester
Herrington, Alfred, Stourton, Wilts, Farmer. Mar 13 at 3 at the Spread Eagle Inn, Stourton. Bell and Frame, Gillingham
Hickey, Edwin, Parnell rd, North Bow, Commercial Traveller. Mar 11 at 12 at offices of Sheppard, St James st, Bedford row
Hobbs, William, Wallbridge, Gloucester, Blacksmith. Mar 17 at 12 at 16, Rowcroft, Stroud. Heelas and Davis, Stroud
Hobson, John, Stoke-upon-Trent, Fruiterer. Mar 20 at 12 at offices of Griffith, Led lane, Newcastle-upon-Tyne
Holmes, Thomas Henry, Kingston-upon-Hull, Joiner. Mar 13 at 3 at offices of Chambers, Scale lane, Kingston-upon-Hull
Hutchinson, John, Bradford, Poultry Dealer. Mar 13 at 11 at offices of Wilkinson, Kirkstall, Bradford
Inley, Charles, Bordesley, Birmingham, Saddler. Mar 17 at 12 at offices of Hawkes and Weekes, Temple st, Birmingham
Jackson, Hannah, Liverpool, Photographic Material Dealer. Mar 17 at 2 at offices of Jackson and T-makes, Sweeting st, Liverpool
James, James, Carrarvon, Draper. Mar 24 at 2 at the Wellington Hotel, Piccadilly, Manchester. William and Hughes
Jenkins, Jenkins, Westnashfield, Stafford, Cooper. Mar 21 at 11 at offices of Stratton, Queen st, Wolverhampton

Jones, Anna, Traveller's Rest, Carmarthen, Innkeeper. Mar 18 at 11 at offices of Lloyd, King st, Carmarthen
Jones, Daniel, Llandovery, Carmarthen, Horse Dealer. Mar 18 at 11 at offices of Evans, Red st, Carmarthen
Keep, William John, Birmingham, Tailor. Mar 13 at 3 at offices of Rowlands, Corporation chambers, Ann st, Birmingham
Kenning, William John, Rotherham, York, Grocer. Mar 18 at 11 at offices of Badgers and Co, High st, Rotherham
Kerr, Samuel, Chertsey, Draper. Mar 17 at 3 at offices of Clements, Queen st, Chertsey
Kirk, John, Hogsthorpe, Lincoln, Butcher. Mar 15 at 11 at the Sacacen's Head, Hogsthorpe. Thimbleby and Son, Spilsby
Knewles, George, Carlisle, Draper. Mar 19 at 3 at offices of Harrington, English st, Carlisle
Lake, James, Consett, Durham, Grocer. Mar 18 at 3 at 23, Grainger st west, Newcastle-upon-Tyne. Rybus, Newcastle-upon-Tyne
Lando, Joseph, Stockton-on-Tees, Second Hand Clothes Dealer. Mar 14 at 3 at offices of Draper, Finkle st, Stockton-on-Tees
Layton, James, Middlesborough, Licensed Victualler. Mar 18 at 10.45 at offices of King, Wilson st West, Middlesborough
Leavers, Henry, Nottingham, Lace Manufacturer. Mar 21 at 3 at offices of Bright, Town Club chambers, Wheeler gate, Nottingham
Lee, Richard, Thorne, York, Farmer. Mar 14 at 2 at the Red Lion Hotel, Doncaster. Newborn, Epworth
Lees, James, Nottingham, Engineer. Mar 18 at 11 at the Assembly Rooms, Low pavement, Nottingham. Hexall, Derby
Lovegrove, James, Henley-on-Thames, Farmer. Mar 13 at 12 at offices of Tidy and Tidy, Friar st, Reading
Loversidge, George Lomas, Rochdale, Lancashire, Tanner. Mar 26 at 3 at offices of Dgiles and Ogden, Booth st, Manchester
Lowe, Elizabeth, Liverpool, Licensed Victualler. Mar 18 at 2 at offices of Pierce, Castle st, Liverpool
Mackay, Mary Martha, Old st, Shoreditch, Shop Fitter. Mar 20 at 2 at offices of Lovell and Co, Gray's inn square
McLachlan, John, Eastcheap, Solicitor. Mar 19 at 3 at offices of Hopkins, Moorgate Station buildings, Moorgate
McMillan, James, Gateshead, Durham, out of business. Mar 12 at 1 at offices of Hooper, Grainger st, Newcastle-upon-Tyne
Magee, John, Leeds, Carriage Proprietor. Mar 15 at 11 at offices of Walker, South parade, Leeds
Manchester, William, Manchester, Beer Retailer. Mar 19 at 11 at offices of Slater and Turnbull, Cooper st, Manchester
Mardon, Jonathan Twiss, Warwick, Derby, Baker. Mar 19 at 11 at the Red Lion Inn, Wivern, Derby. Potter, Derby
Mason, George, Camberwell rd, Tarpanin Manufacturer. Mar 13 at 12 at 128, Camberwell rd
Mathew, Thomas, Monkton, Northumberland, Common Brewer. Mar 14 at 1 at offices of Whitehorn, Camden st, North Shields
Matthews, David, North Shields, Plasterer. Mar 13 at 3 at offices of Whitehorn, Camden st, North Shields
Mead, Francis, Kingston-upon-Hull, Draper. Mar 13 at 12 at offices of Walker and Spink, Parliament st, Kingston-upon-Hull
Meese, William Henry, Dudley, Iron Dealer. Mar 14 at 3 at offices of Stokes and Harper, Priory st, Dudley
Middleton, Joseph, Birkin, York, Farmer. Mar 21 at 2.30 at the Plough Inn, Burton Salmon, nr South Milford. Bond and Barvis, Leeds
Mitchell, Frederick, Torquay, Devon, Painter. Mar 15 at 11 at the Bude Haven Hotel, Sidwell st, Exeter. Creed, Newton Abbot
Mitchell, Thomas Nicol, Bradford, York, Tailor. Mar 14 at 11 at offices of Berry and Robinson, Charles st, Bradford
Mizen, George, Brynmawr, Breconshire, Grocer. Mar 15 at 1 at offices of Brown, Brynmawr
Moffatt, Thomas William, Liverpool, Corn Factor. Mar 20 at 3 at offices of Barrell and Co, Lord st, Liverpool
Monsie, Richard Walter, and William Wallace Dunn, Farnshaw st, Hoxton, Boot Manufacturers. Mar 20 at 3 at offices of Brighton and Co, Bishopsgate at without
Morris, Thomas, Joiner st, Borough, Contractor. Mar 13 at 2 at the Inns of Court Hotel, Holborn. Whale, Furnival's inn
Mumford, Alfred, and Charles Moser, Upper Thames st, Merchants. Mar 21 at 12 at offices of Kemp and Co, Walbrook. Freshfield and Williams
Mussor, John, Oldham, Cabinet Maker. Mar 13 at 3 at offices of Ascroft and Sons, Clegg st, Oldham
Mussor, William, Longparish, Southampton, Farmer. Mar 18 at 11 at the Star Hotel, Longparish. Pain and Clarke
Nichols, Sarah, Eccles, Lancashire, of no occupation. Mar 19 at 2 at offices of Addleshaw and Warburton, Norfolk st
Norman, Renben, Museum st, Bloomsbury, Shopfitter. Mar 19 at 1 at offices of Hunt and Co, Charlotte st, Bedford sq
Norton, Thomas, Porchester rd, Baywater, Builder. Mar 17 at 2 at the Inns of Court Hotel, Holborn. Morgan and Gilks, Furnival's inn
Ostler, Robert, Jun, Kingston-upon-Hull, Tailor. Mar 14 at 3 at offices of Jackson, Bow alley lane, Kingston-upon-Hull
Pacey, John Henry, Castle Donington, Leicester, Innkeeper. Mar 15 at 3 at the Moira Arms Inn, Castle Donington. Towle and Butts, Castle Donington
Paget, John, Ebbw Vale, Monmouth, Boot Maker. Mar 17 at 12 at the Grand Hotel, Broad st, Bristol. Shepard, Tredgar
Palmer, William Graham, Ripley, Surrey, Farmer. Mar 12 at 2 at the White Lion Hotel, Guildford. Russell, Guildford
Pape, Thomas Bradley, Helmsley, York, Ironmonger. Mar 20 at 1 at the Court house, Helmsley. Pearson, Helmsley
Parker, Joseph, Helperry, York, Innkeeper. Mar 24 at 2 at offices of Poley, Fishergate, Boroughbridge
Perry, Robert, Liverpool, Tailor. Mar 17 at 2 at offices of Arison and Morten, Cook st, Liverpool
Pattison, James William, Valentine place, Blackfriars rd, out of business. Mar 17 at 2 at offices of Whale, Furnival's inn
Pile, William, Aylesbury, Devon, Bootmaker. Mar 14 at 4 at offices of Friend, Post Office chambers, Gandy st, Exeter
Pitcher, Frederick, West Wycombe, Bucks, Farmer. Mar 21 at 3 at offices of Rawson, High st, High Wycombe
Pounsberry, Dinah, Blossom place, Norton Folgate. Mar 13 at 2 at offices of Philby, Fenchurch buildings
Pridham, Sophia Ellen, Taigmouth, Devon, Tobaccoist. Mar 14 at 12 at offices of Friend, Post Office chambers, Gandy st, Exeter

Pritchard, F. managers, Shrewsbury
Pursey, George, at 3 at offices of
Pyke, William, at 11 at offices of
Reid, Robert, Kewney, F
Rial, John, offices of W
Ridgway, W 2.30 at the dock and S
Robinson, St offices of R
Sanders, at offices of
Sardes, Fallow, Ch
Sarnon, Th Rooms, G
Search, Jaba Tarnam, W
Shamway, W and Co, H
Sharp, Henry the Black
Sharper, Dis officers of
Shanton, John offices of
Silva, Fawc at 12 at of
Simms, Geo of Banks
Simpton, R of Fairer
Slocombe, R Mar 18 at water
Smith, Saml, High, B
Talmay, Rl Talmay, Rl
Tait, Sot, Sot
Thurly, Su at offices
Thomas, J offices of
Tomlin, A Hotel, M
Tose, John at 1 at
Toun-Toun, G Waber, G
Lively, W Welson, Jo
Lloyd, st Warburton
ll at office Ward, Rob
York Ward, Rob
at offices Waterson
at 3 at offices of
Watkins, G Goods.
Wheeler, an Associat
Whitaker, of Kirk
White, C Manufact
Berry as
Williamson at 3 at
Williams, offices
Woodward is at l
combe Wray, W
Great W
Co, Dr

Prichard, Henry, and George Alfred Dickin, Shrewsbury, Iron-
mongers. Mar 21 at 2 at offices of Clarke and Sons, Swan hill,
Shrewsbury

Putney, George, Hare st, Bethnal Green, Timber Merchant. Mar 17
at 3 at offices of Widdcombe, Metropolitan chambers, Broad st
Pyke, William, New st, Kennington park rd, Builder. Mar 14 at 4 at
offices of Webb, Austin Friars

Raid, Robert, North Shields, Wine Merchant. Mar 14 at 12 at offices of
Kewney, Howard st, North Shields

Rial, John William, Kingston-upon-Hull, Draper. Mar 13 at 12.30 at
offices of Walker and Spink, Parliament st, Kingston-upon-Hull
Ridgway, William Frederic, Longton, Stafford, Grocer. Mar 13 at
2.30 at the North Stafford Railway Hotel, Stoke-upon-Trent. Pad-
dock and Sons, Hanley

Robinson, Rowland, Chapel st, East, Mayfair, Baker. Mar 18 at 3 at
offices of Rodgers and Clarkson, Walbrook

Robinson, Stephen, Willden, York, Stiff Manufacturer. Mar 18 at 11
at offices of Lancaster and Wright, Manor row, Bradford

Sanders, Samuel, Birmingham, Grocer. Mar 14 at 3 at offices of
Fallows, Cherry st, Birmingham

Sansom, Thomas, Nottingham, Grocer. Mar 21 at 11 at the Assembly
Rooms, Cow pavement, Nottingham. Martin

Scott, James, Preston, Provision Dealer. Mar 18 at 18 at offices of
Turner and Son, Fox st, Preston

Sharman, William, Fleet st, Tailor. Mar 18 at 12 at offices of Button
and Co, Henrietta st, Covent garden

Sharp, Henry, Heckmondwike, York, Innkeeper. Mar 14 at 11.45 at
the Black Bull Inn, Mirfield. Wooler, Batley

Sharper, Dixon Taylor, West Hartlepool, Sail Maker. Mar 20 at 3 at
offices of Bell, Church st, West Hartlepool

Shenton, Joseph, Cavendish, Stafford, Grocer. March 15 at 11 at
offices of Tennant and Co, Chesapeake, Hanley

Sims, Paul Abraham, Orchard st, Portman sq, Dressmaker. Mar 13
at 12 at offices of Behrend, Bucklersbury

Sims, George, Wimbledon, Surrey, Plumber. Mar 18 at 2 at offices
of Banks, Bedford row

Simpson, Robert, Penrith, Cumberland, Draper. Mar 21 at 3 at offices
of Robert, Southend rd, Penrith

Sitcombe, Richard Skinner, Bridgewater, Somerset, Cabinet Maker.
Mar 18 at 2 at the Grand Hotel, Bristol. Reed and Cook, Bridge-
water

Smith, Samuel, Bradford, York, Surveyor. Mar 14 at 11 at offices of
Ralph, Durley st, Bradford

Tadman, Richard, Wakefield, Builder. Mar 14 at 11 at the George
Hotel, Southgate, Wakefield. Lake, Southgate, Wakefield

Tharby, Sarguy William, Diseworth, Leicester, Farmer. Mar 19 at 12
at offices of Bartlett, Mill st, Loughborough

Thomas, John, Clevedon, Somerset, Ale Merchant. Mar 10 at 2 at
offices of Baker and Langworthy, Bank chambers, Corn st, Bristol

Tomlyn, Ann Eliza, Wrotham, Kent. Mar 18 at 11.15 at the Bell
Hotel, Maidstone. Wilder, Kent

Tone, John Furness, Newcastle-upon-Tyne, Civil Engineer. Mar 17
at 11 at the Incorporated Law Society, Royal arcade, Newcaste-
upon-Tyne. Armstrong, Newcastle-upon-Tyne

Walker, Gregory, Blackburn, Innkeeper. Mar 17 at 11 at offices of
Livesey and Talbot, New Market st, Blackburn. Walton, Blackburn

Walton, Joseph, Manchester, Tailor. Mar 18 at 3 at offices of McKean,
Lloyd st, Manchester

Warburton, William John, Sheffield, Steel Manufacturer. Mar 17 at
11 at offices of Webster and S yring, Harthead, Sheffield

Ward, Robert, York, Jeweller. Mar 22 at 11 at offices of James, Lendal,
York

Ward, Robert Daniel, Birkenhead, Cheshire, Shopkeeper. Mar 13 at 2
at offices of Knowles, Cook st, Liverpool

Watson, John Thomas, Abdy, York, Farmer. March 17 at 12 at
offices of Dibb and Co, Regent st, Barnsley

Wehrhitz, Charles, St John's rd, Manufacturer of Fancy Leather
Goods. Mar 12 at 3 at offices of Palmer, Charles sq, Hoxton

Wheeler, Arthur, Liverpool, Wine Merchant. Mar 24 at 12 at the Law
Association Rooms, Cook st, Liverpool. Ety, Liverpool

Whitaker, John, Syerston, Nottingham, Farmer. Mar 18 at 3 at offices
of Kirkland, Southwell

White, Greenwood, and Thomas Bilcliffe, Hewendon, York, Stiff
Manufacturers. Mar 17 at 11 at the Victoria Hotel, Bradford

Wilkinson, Thomas Reaber, Huddersfield, Commission Agent. Mar 17
at 3 at offices of Ainley and Hall, New st, Huddersfield

Williams, George Frederick, Newport, Innkeeper. Mar 15 at 10 at
offices of David, Cambria chambers, Tredgar place, Newport

Woodward, George Gower, Kidderminster, Carpet Manufacturer. Mar
18 at 1 at the Great Western Hotel, Snow Hill, Birmingham. Whit-
combe

Wray, William, Great Horton, York, Watchmaker. Mar 14 at 2 at the
Great Western Hotel, Snow Hill Station, Birmingham. Wood and
Co, Bradford

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Examinerships.	Salaries.	PRESENT EXAMINERS.
ARTS AND SCIENCE.	(Each).	
Two in Classics	£200	Prof. Paley, M.A. Vacant.
Two in the English Language, Literature, and History	£120	C. Knight Watson, Esq., M.A. Vacant.
Two in the French Language	£100	Rev. P. H. E. Brette, B.D. Vacant.
Two in the German Language	£50	Prof. Buchheim, Ph.D. Prof. Schaible, Ph.D., M.D.
Two in the Hebrew Text of the Old Testament, the Greek Text of the New Testament, } the Evidences of the Christian Religion, and Scripture History	£50	R. Lubbock Bently, Esq., M.A. Rev. W. F. Moulton, D.D., M.A.
Two in Mental and Moral Science	£80	Prof. Jevons, LL.D., M.A., F.R.S. James Sully, Esq., M.A.
Two in Political Economy	£30	Herbert S. Foxwell, Esq., M.A. Prof. J. E. Thorold Rogers, M.A.
Two in Mathematics and Natural Philosophy	£200	Rev. Prof. Townsend, M.A., F.R.S. Vacant.
Two in Experimental Philosophy	£120	Prof. W. G. Adams, M.A., F.R.S. Vacant.
Two in Chemistry	£200	Prof. Debus, Ph.D., F.R.S. Vacant.
Two in Botany and Vegetable Physiology	£75	W. T. Thiselton Dyer, Esq., M.A., B.Sc. Maxwell T. Masters, Esq., M.D., F.R.S.
Two in Comparative Anatomy and Zoology	£100	Prof. E. Ray Lankester, M.A., F.R.S. Vacant.
Two in Geology and Palaeontology	£75	Prof. T. Rupert Jones, F.R.S. Vacant.
LAWS.		
Two in Jurisprudence, Roman Law, Principles of Legislation, and International Law ...	£100	Prof. E. C. Clark, LL.D. Vacant.
Two in Equity and Real Property Law	£50	W. H. G. Bagshawe, Esq., B.A., Q.C. J. M. Solomon, Esq., M.A.
Two in Common Law and Law and Principles of Evidence	£50	Arthur Charles, Esq., B.A., Q.C. Alfred Wills, Esq., LL.B., Q.C.
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MEDICINE.		
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Two in Obstetric Medicine	£75	J. Hall Davis, Esq., M.D. Vacant.
Two in Materia Medica and Pharmaceutical Chemistry	£75	Prof. E. B. Baxter, M.D. Prof. Sydney Ringer, M.D.
Two in Forensic Medicine	£50	Prof. Ferrier, M.D., M.A., F.R.S. Thomas Stevenson, Esq., M.D.

The Examiners above named are re-eligible, and intend to offer themselves for re-election.

Candidates must send in their names to the Registrar, with any attestation of their qualifications they may think desirable, on or before Tuesday, March 25th. It is particularly desired by the Senate that no personal application of any kind be made to its individual Members.

University of London, Burlington-gardens, W., March 4th, 1879.

By order of the Senate,

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